, Definitions and Interpretations

*Applicable Law means any applicable statute, statutory rule, order, direct regulation or other instrument having force of law (including any directive or or promulgated by any competent super-national body), all British and Europ standards (including all British and International Standards (BSI)), UKAS (Um Kingdom Accreditation Senvice) and all other legislation for the time being force relating, without limitation, to the manufacture (including raw materials tohemicals used in the production process), packaging, delivery, carris storage, installation and use of the Goods and/or the supply and receipt of Sorvices: aing ir

"Buyer" means the person, identified in the Order;

"Conditions" means these

Confidential Information means information of the Buyer in any (including the Materials and any Free Issue Materials), whether written or or a business, financial or technical nature which is marked or otherwise ind as being or is, or ought reasonably to be, known to be confidential and wil disclosed by or on behalf of the Buyer to the Supplier;

"Contract" means any contract between the Buyer and the Supp purchase of Goods and/or Services, which shall incorporate these Cor

"Force Majeure Event" means any event outside the reasonable of either party affecting its ability to perform any of its obligations uno Conditions and/or the Contract;

"Goods" means the goods (including any part or parts of them Supplier is to provide to the Buyer pursuant to the Order in acco

 Intellectual Property
 Provision of Services

 6.1The Supplier undertakes, represents and warrants to the Buyer including patents, know-how, registered trade marks, rejetsered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered rade marks, rights to prevent passing of for unfar and marks, rights to prevent passing of for unfar and marks, rights to prevent passing of for unfar and marks, rights to prevent passing of the Specification. competition, copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case in the United Kingdom and other countries in the world and together with all renewals and extensions;
 6. Provision of Services (a) the Specification.
 6. Provision of Services (a) the Specification.
 (b) the Services (b) the Services will be performed in accordance with all Applicable acketing materials or other documentation provided by the Supplication.

"Order" means any order from the Buyer to the Supplier for the supply of G es in such form as the ce with Condition 2.3:

"Services" means the services which the Supplier is to provide to the pursuant to the Order in accordance with these Conditions;

ification" means the Buyer's specifications or stipulatie Services notified in writing to the Supplier from time to ti

means the person, firm or identified in the Order.

1.2 The headings to the Conditions are inse not affect the interpretation or construction of

(a) references to the singular include the plural and vice versa and references to any gender include every gender; (b) references to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, pluri venture, government, toal as or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate te) hoteromatiky). is take or any source any construction of any source any source any source any statute or statutory provision shall include any subordinate in made under it and shall be construed as references to such statute

statutory provision an statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time; and (d) the wo rds and phrases "other", including and "in particular" shall not limit the

class as any preceding words where a wider construction is possible

2. Basis of Contract 2.1 The Contract will be

sis of Contract he Contract will be subject to these Conditions to the exclusion of all other and conditions (including any terms or conditions which the Supplier is to apply under any quotation. Order acknowledgement or any other ment Issued by the Supplier). The Order is an offer made by the Buyer to the supplier and the Contracts and other and the other supplier shall be destined. Unless outly withdrawn by the Buyer, the Supplier shall be destined to have set an Order in or rejected by the Supplier shall be destined to the super seven (7) days of the date the offer was made by the Buyer. purp doc 2.2 sha ument issued by The Order is an Il come into effe

2.3 No Order shall be capable of acceptance by the Supplier unless accep an authorised representative on behalf of the Buver.

2.4 The Supplier may not cancel the Contract. The Buyer is entitled to cance Contract in whole or in part by giving written notice to the Supplier at any prior to delivery (in respect of Cookd) or at any time (in respect of Societa which event the Buyer's sole liability will be to pay to the Supplier fair reasonable compensation for work-in-progress at the time of cancellation, such compensation shall not include loss of profits (whether direct or anticipated) or antipidinet or consequential loss.

3.Delivery 3.1 The Supplier shall deliver the Goods strictly in accordance with the Buye delivery instructions whether given in the Order or separately and, unless agre in writing otherwise, in accordance with Condition 3.2. The Supplier shall ma each delivery in accordance with the requirements of the Specification and/or to Order.

3.2 The Supplier shall deliver the Goods, where the address is within the United Kingdom, between the hours notified by the Buyer to the Supplier from time to time or, if no such hours are notified, between the hours of a 300am and 4.30pm Monday to Thursday inclusive, and 8.30am and 12.30pm Finday (other than public holdays the England).

3.3 Time of delivery of Goods is of the essence. The Buyer shall be un obligation to accept delivery of the Goods from the Supplier before the si delivery time, but reserves the right to do so.

3.4 The Buyer shall have the right to change its delivery instru on providing the Supplier with fourteen (14) days notice.

3.5 The Supplier shall ensure that a detailed advice note quoting the number accompanies the Goods, together with a certificate of the Sup such form as the Buyer shall require confirming the conformance of the with the Specification.

accept quantities of the Go

3.7 The Supplier shall ensure that the Goods are properly packed and se such a manner as to reach their destination undamaged and in good o The Buyer shall not be obliged to return to the Supplier any packaging r for the Goods.

3.8 The Supplier may not deliver the Goods by separate instalments and/or perform any Services in stages unless agreed in advance in writing by the Buyer. If the Buyer does so agree, the Buyer will have the height, but not te obliged, to: (a) treat the Contract (for the total Order) as repudated if the Supplier fails to deliver or perform any instainent or stage; and/or (b) reject any or all of the instalments or stages for the total Order if the Buyer is entitled to reject any one instalment or stages.

3.9References in these Conditions to Orders shall, where references to instalments.

4. Acceptance 4 1The Buyer shall not be deemed to have accepted:

(a) any Goods until it has had a reasonable time to delivery or after any latent defect has become apparent;
(b) any Services until it has had a reasonable time to Services being provided by the Supplier. est them follo

4.2No inspection or testing by the Buyer, whether before or after delivery of the Goods or performance of the Services, nor the signing of any delivery note or other document acknowledging onlysical receit of any Goods or Services. shall

be deemed to constitute or evidence acceptance or approval of the Goods for the (e) require the Supplier at its sole cost to replace, repair the Goods purposes of the Sule of Goods Act 1979 (as amended) or othankies, nor be such work as is necessary within fourther (14) days so that the Go deemed a valver of the Buyer's rights either to cancel or return all or any part to the Contract, Order and Specification; thereof where the Goods and/or Services are found to be defective or not in (f) require the Supplier at its sole cost to re-axecute the Services in accordance with the Contract, Order and Specification, with the Contract, Order and Specification within seven (7) days; (g) treat this Contract as discharged by the Supplier's breach and; i by

4.3The Supplier shall provide the Buyer with all fa the Buyer for inspection and/or testing of the Goods

narrars or (, carriage, 4 carriage, 4 the reasonably should, as supplier of the Goods and/or Services, be aware r to the totarge, transportation, handling, assembly or use of the Goods and who is services by the Buyer (including any Applicable Law in respect of raw m used in the manufacture of the Goods) and the actions it has taken, or pr to take, and those that the Buyer should take, in relation to the same.

Title, Risk and Free Issue Materials .1The Goods shall be at the risk of the Supplier until they are delivered in coordance with the Contract when, without prejudice to any right of rejection which the Buyer may have under the Contract or by law, tille to and risk in the Soods shall pass to the Buyer. However, if the Buyer pays for the Goods prior to lelivery, title to the Goods shall pass to the Buyer when payment is made.

5.2The Supplier shall be responsible and account for the risks, safety, proper use and, if appropriate, maintenance of any free issue materials entrusted to it in connection with the Contract (Free Issue Materials). Free Issue Materials shall be, and shall remain, the property of the Buyer, its customers and/or subcontractors (as appropriate).

5.3The Supplier shall use Free Issue Materials solely for the pure In 6 supplier shall use free issue Materials solely for the purpose of p Goods and/or Services pursuant to the Contract and any surpluses the Materials shall be returned or disposed of only as directed by the waste of Free Issue Materials arising from bad or faulty workmanship s of the same while in the custody of the Supplier, shall be made goo piler's sole cost and expense. of Fre

(a) the Supplier shall carry out the Services strictly in accordance with the Order

and the Specification; (b) the Services will be performed in accordance with all Applicable Law; (c) the Services will conform strictly as to quality, quality and description marketing materials or other documentation provided by the Supplier for

etting materies of our sectors at type; and the Services will be performed by appropriately qualified nonel with due care and diligence and to such high standard asonable for the Buyer to expect in all the circumstances. of that ty (d) the

6.2The time of performance of the Services is of the essence

Prices and Payment The price for the Gods and/or Services shall be stated in the Order. The e shall be inclusive of all packaging, packing, labeling, insurance, delivery, allation costs and all other costs incurred by the Supplier in relation to the dds and/or Services and their delivery, and/or performance unless specified resky to the contrary in the Order.

7.2 All sums payable by the Buyer under the Contract are exclusive of VAT, which shall be added (if appropriate) at the rate prevailing at the relevant tax point, but such sums payable under the Contract shall be inclusive of any other tax or duty payable upon such sums.

7.3 The Supplier may only invoice the Buyer on or after delivery of the Goods or completion of the performance of the Services and any invoices submitted early shall be deemed received on the date of delivery of the Goods or date of completion of the performance of the Services. Invoices shall be in such form as the Buyer specifies from time to time and shall be sent to the address for the Berline's and the service shall be in such form as being specified and the service shall be in such form as being sent to the address for the Berline's the service shall be in such form as being sent to the address for the Berline's sent to the Ber 7.4 Unless otherwise stated in the Order, the Buyer shall pay the

7.5 If any sum payable under the Contract is not paid when due, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above the Bank of England base rate from time to time. The parties acknowledge and agree that this interest rate represents a substantial remedy and that interest does not anow to navement that the defaultion nave vices that the defaultion nave vices that the defaultion. ng party dis

7.6 The prices charged by the Suppler to the Buyes shall not avoid three prices charged by the Suppler to any other customer purchasing the same or similar goods and discover in the same or simular quantiles, and the Buyer shall be entitled to any discover in the proprior summert, butk purchase or volume of purchase customatily granted by the Suppler.

7.7 If the price is stated in the Order to be on a "time and materials" basis or similar, the Supplier shall give the Buyer access to all documents and information in the Supplier possession or under its control to enable the Buyer to stately itself that the amount charged by the Supplier is properly and correctly charged in accordance with the Contract and in default the Buyer shall be entitled to withhold payment in whole or in part unit such default is rectified to the statesistication of the Buyer.

7.8 If any sums are due to the Buyer (and/or any company within the Buy group of companies) from the Supplier, then the Buyer stable be entited exercise the right to set-off such sums against any payments due to the Supp from the Buyer (and/or any company within the Buyer's group of companies). Supplier shall not be entited to apply any amount due to the Buyer under the Contra or towards payment of any sum onlying by the Buyer to the Supplier in relation to a function.

7.9 Any money paid by the Buyer to the Suppler In respect of any Goods Services rejected under these Conditions (together with any addition by the Buyer in obtaining other price special respective and any reject Goods or Services) shall be paid by the Suppler to the Buyer within seven days of the date of the Buyer's notice demanding the same or, at the Buye sole option, shall be datuded from the money still to be paid by the Buyer to t Suppler in relation to such Goods or Services.

8. Warranties 8.1The Supplie

he Supplier undertakes, represents ds and their packaging and labelling s

Social and time packaging and takening shall. (a) be accompanied with accurate, complete and comprehensible instructions for the treatment, assembly, use and/or storage of the Goods: (b) conform to the Specification and with any instructions of the Buyer, and shall otherwise meet the requirements of the Order and the Contract; (c) be of satisfactory quality, free from defects in materials and workmanship and fit for their intended purpose (whether such purpose is implied or expressly stated in the Specification, Orders or Contract; (d) be free from design and other inherent defects (save to the extent that the Goods have been supplied in accordance with designs of the Buyer); (e) comply with all Applicable Law, and (f) conform strictly as to quality, quantity and description with any samples provided by the Supplier for the purpose of supply of goods of that type.

8.2 The Supplier shall use its best endeavours to transfer or assign to th

8.2 The Supplier shall use its best endeavours to transfer or assign to the or otherwise obtain for the benefit of the Buyer any guarantee, warranty of confirmation of quality, title or fitness for purpose given by any manufact the Goods in respect of the Goods (or part thereof) to the extern that the s capable of such transfer or assignment to the Buyer or otherwise providir benefit for the Buyer.

8.3 Where there is any breach of the Supplier's warranties in Condition 6.1 and/or Condition 8.1 above, or if any obligation, warran'y or requirement imposed by given or stand in the Contact in respect of the Codes or services is not the specified time or the Code of devices in the specified time or the Code device of a structure of the specified time or the Code device of a supplication of the Suppl (a) maintained in good condition by the Supplier at the Supplier's ex (b) insured against all risks by the Supplier for their full replacement (c) used by the Supplier exclusively for the performance of a Contra-(d) if damaged, lost or destroyed while in the Supplier's possessi replaced by the Supplier at the Supplier's openses; and (e) clearly marked by the Supplier as being the property of the Buye

(a) cancel the Contract and treat the Contract as having never been entered into the Supplier: reject the relevant Goods (in whole or in part) and any Goods already livered which cannot be effectively and commercially used by reason of the n-delivery of any undelivered Goods: reluse to accept any subsequent delivery of the Goods; recover from the Supplier any costs reasonably incurred by the Buyer in alming subsitute goods or services from another supplier; (b)

and to recover any monies paid by the Buyer in respect of any Goods and/or onform Services (and any additional expenditure incurred by the Buyer), without payment of compensation or other damages caused to the Supplier, by giving rdance notice in writing to the Supplier if any one or more of the following events happens:

(a) the Supplier commits a breach of any of its obligations under th Conditions which is incapable of remedy; (b) the Supplier lists to remedy, where it is capable of remedy, or persists in breadword in any of its obligations under these Conditions after having be readed by the condition of the supplication such these Conditions after having be readed by the condition of the supplication such these Conditions after having be readed by the condition of the supplication such these the supplication of the readed by the supplication of the supplication of the supplication of the readed by the supplication of the supplication of the supplication of the readed by the supplication of the supplication of the supplication of the readed by the supplication of the supplication of the supplication of the readed by the supplication of the supplication of the supplication of the readed by the supplication of the supplication of the supplication of the readed by the supplication of the supplication of the supplication of the readed by the supplication of the supplication of the supplication of the readed by the supplication of the supplication of the supplication of the readed by the supplication of the supplication of the supplication of the readed by the supplication of the supplication of the supplication of the readed by the supplication of the supplication of the supplication of the readed by the supplication of the supplication of the supplication of the readed by the supplication of the supplication of the supplication of the readed by the supplication of the supplication of the supplication of the readed by the supplication of the supplicatio

14.2 The termination of the Contract shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.

(a) (subject to Condition 14.2 above) the relationship of the parties shall cease save as and to the extent expressly provided for in this Condition 14.3; (b) any provision which expressly or by implication is intended to come into or remain n force on or affer termination shall continue in ful force and effect; and (c) the Suppler shall immediately return to the Buyer's property (including the Materials) in this possession: at the date of termination including all Condidential Information, together with all material termination including all Condidential Information, together with all makes on our present on the Buyer's property (including the Materials) thesis done so, and shall make no further use of such Confidential Information.

15. Force Maleure 15.1 Neither party shall be liable to the other for its failure to comply with these Conditions, including in relation to payment, to the extent that such failure is caused by a Force Maleure event.

16. Assignment, Sub-Contracting and The Contract and Third Party Rights

16.1 The Buyer reserves the right to perform any of its obligations or exercis any of its rights under the Contract through any other member of the same grou of companies provided that any act or omission of any such other company sha be deemed to be the act or omission of the Buyer.

16.2 The Contract is personal to the Supplier. The Supplier shall not as delegate, sub-contract, transfer, charge or otherwise dispose of all or any rights and responsibilities under the Contract without the prior written const the Buyer.

16.4 Save for any company within the Buyer's group of companies (as described in Condition 16.1 above) and the ability for a New Supplier to enforce Condition 17.1 below, no person who is not a party to these Conditions (including any employee, officer, agent, representative or subcontractor of either party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1990 or otherwise) to enforce any term of these Conditions which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this Condition 16.4.

16.5 The parties may, notwithstanding Conditions 16.1 to 16.4, and Section 2(1) of the Contracts (Rights of Third Parties) Act 1999, vary or cancel the Contract by agreement between them without requiring the consent of such third party.

19.3 No purported alteration or variation of these Conditions shall be effective unless it is in writing, refers specifically to the Contract and is signed by a duly authorised representative of each of the parties.

19.4 The waiver by either party of any breach of these Conditions shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision. Any waiver of any breach of these Conditions shall be in writing.

19.5 If at any time any part of these Conditions is held to be or becomes void or otherwise unerforceable for any reason under any Applicable Law, the same shall be deemed omitted from these Conditions and the validity and/or enforceability of the remaining provisions of these Conditions shall not in any way be affected or impaired as a result of that omission.

19.7 The Supplier shall not directly or indirectly, for the duration of the Contract and a period of six (6) months thereafter, employ, solicit or entice away, or attempt to employ, solicit or entice away, any personnel of the Buyer.

20. Law and Jurisdiction 20.1 These Conditions, the Contract and any dispute or claim arising out of or in connection with them shall be governed by, and construid in accordance with, Conditions and/or the Contract shall be subject to the exclusive jurisdiction of the English Courts to which the parties inverceably submit.

riting and delivered

19.6 Any notice given under this Agreement shall be in writing and d fax or registered post or e-mail to the address of the party specified in or such other address as is notified to the other party from time to time

19.8 The supplier shall ensure goods provided with an understanding i their requirements to product & service conformity , product safety & im of any factors linked to ethical behaviour.

18. Gifts and Bribery 18.1 The Supplier under

of the uyer to , shall,

16.3 The Buyer may assign, delegate, sub-contract, transfer, charge of dispose of all or any of its rights and responsibilities under the Con time without the prior written consent of the Supplier.

14.3 Upon termination of the Contract for any reason whatsoever:

(g) their inside the solution group of the Cooperate a treatment and (g) delay payment of the project of the Goods and Services until ther of this Contract, Order and any Specification are entitely fulfilled; (ii) entuise to make payment of any part of the price of the Goods or Services; or the Buyer has paid where or not the Buyer has previously required to repair the Goods, supply any replacement Goods or re-execute the replacement. claim such damages as may have been incurred by the Buyer as a r Supplier's breach of the Contract.

8. 4lf the Buyer claims that an Order has not been fulfilled or has b fulfilled the Supplier shall be deemed to accept the validity of the serves written notice on the Buyer disputing the said claim a reasons for its dispute within seven (7) days of the date of the said

said claim and te of the said cl 8.5 If the Buyer exercises any right under these Con absolute discretion require the Supplier to collect the return the Goods to the Supplier at the Supplier's cost

redured in writing to remedy or desist iron such creach within a period of intriv (c) drss, composes a voluntury arrangement within the meaning of Saction (c) drs Suphor 253 of the incolverory. Act 1986, or an interim order is made in relation to the Suppler under Saction 252 of the incolveroy, Act 1986, or any other steps are taken or negotiations commenced by the Suppler or any of its creditors with a view to proposing any kind of composition, compromise or arrangement involving the other party and any of its creditors, or (d) any of the following occur: (i) the Supplier rades steps are steps and the step of the steps are steps are steps are taken or negotiations to pay its debts within the meaning of Section 123 of the lendoveroy, Act 1986; (ii) the Supplier reals a meeting for the purpose of passing a resolution to wind it up, or such a resolution is passed; (iii) the Supplier presents, or has presented, a petition for a winding up order; (iii) an opticitation to appoint an administrator is filed in respect of the Supplier. Supplier: (v) any other steps are taken by the Supplier or any other person to appoint an administrator over the Supplier; (v) the Supplier has an administrator, administrative receiver, or receiver appointed over all or any part of its business, undertaking, property or assets; or (vii) the Supplier takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation

3.6 The Seller will maintain detailed quality control and man he period of at least seven (7) years from the date of performance of the Services. 871

is the responsibility of the Supplier the Goods supplied are to be used

8.8 When on the Buyer's premises (whether for the purpose of d Goods, performing the Services or otherwise), the Supplier, its agents and subcontractors, shall compit at all times with all safety re regulations and/or other policies of the Buyer that are displayed at to or otherwise notified to the Supplier from time to time.

ent Goods shall be de r replacement Goods fied in Condition 8.3(e) 8.9 Title and risk in any replac with Condition 5.1. Any repaire replacement under the terms sp

9. Discovery of Defects
9.1 The Supplier shall immediately notify the Buyer in writing providing all relevant details if discovers that there is: (i) any defect in the Goods which have been delivered to the Buyer at any time; or (ii) any error or ornission in the instructions for the use and/or assembly of the Goods, which causes or may cause any risk of death, injury or damage to property. (iii) as required obtain buyer approval for nonconforming product disposition. (vi) ontify the buyer of any changes in product or process design or change in manufacturing location, (v) adhere to required record reterion periods. (v) allow the right of access to buyer, end customer and any regulatory authorities to the applicable areas of the facility.

recall any Goods or any other products into which the Goods have been opportated already sold by the Buyer to its customers; and/or issue any notification whether in writing or otherwise to its customers about manner of use or operation of any Goods or any other products into which Goods have been incorporated already sold by the Buyer to its customers. (a) (b) the

10. Buyer Protection 10. Buyer Protection 10. The Supplier acknowledges that the Buyer places particular reliance upon the Contract and in addition to any other remedy available to the Buyer, its Supplier irrevocably and unconditionally agrees to indemnify the Buyer its employees, sub-contractors and agents in full and on demand and keep them so indemnified against all claims, demands, actions, proceedings and all direct and indirect damages, losses, costs and expenses made against or incurred or soffend by any of them and whether wholly or in part resulting directly or indirectly from the matters listed below whether or not such losses or the correspondence of the particle below whether or not such losses or the softend by any of them and whether below the correspondence at due of the

(a) any claims that the Goods or Services infinge the Intellectual Property of any third party by reason of the use, purchase or sale by the Buyer of the Goods or Services; (b) any breach of the Contract by the Supplier, its employees, agents or sub-contractors or any act or omission by any of them; (c) any liability being incurred under the Consumer Protection Act 1987 in respect of the Goods or as a result of any recall of any Goods already sold by the Buyer to its customers under Condition 9.

10.2Nothing in these Cond

(a) death or personal injury resulting from negligence;
 (b) fraud or fraudulent misrepresentation; or
 (c) any liability that cannot be otherwise excluded or limited by la

10.3 Without prejudice to Condition 10.2, the Buyer's total liability arisis connection with the Contract, whether arising in contract, tort (including restitution, or for breach of statutory duty or misrepresentation, or othe limited are follows: restitution, or for breach imited as follows:

by agreement userverse. **17. The parties** acknowledge and agree that it is not the intention of the parties that the contracts of employment of the Suppler (Engugine Fersonane) shall during the tism or or contractors of the Suppler (Engugine Fersonane) shall during the tism or or under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amened) (the "Regulations") to the Suppler (Tesonane). If one spring or termination of the Outpart of Suppler Personane). If one spring or termination is a suppler Personane is suppler Personane in the Suppler Personane in the Suppler Personane is suppler Personane in the Suppler Personane is suppler Personane in the Suppler Personane in the Suppler Personane is suppler Personane in the Suppler Personane is suppler Personane it markets and the Buyer or to any when the Suppler Personane is a suppler Personane in the Suppler Personane is suppler Personane and an discovering such a finding or allegation, the Buyer or the New Suppler is to arising from any action, complaint, daim or other legal recourse of any kind whatsever arising directly or indirectly out of the employment of such person or the termination of such employment (a 'Claim') including for the avoidance of doubt any lability which the Buyer may incur to the New Suppler arising from any claim. (a) for non-payment of invoices for Goods and/or Services purchased amount unpaid; or (b) to the amount of charges paid by the Buyer to the Supplier for Go Services purchased pursuant to these Conditions in the twelve (12) immediately prior to when the cause of action arcse.

Insurance

shall at its o vn cost effect and keer e Suppler shall at its own cost effect and keep in place with reputable insures to solitage as a expropriate and adequate having regard to its obligations billies under the Contract. The Suppler shall on the written request of the Buyer with reaconable details of the insurance maintainer to its time provide with this Condition. The Suppler shall do nothing to invalidate the policies maritationed in force in accordance with this Condition. The Suppler shall do nothing to invalidate the policies maritationed in force in accordance with this Condition 11.

prior written consent of the Buyer.

13.4 All Materials shall be

nents as may be require ions of this Condition 13.

18. Sifts and Bribery 18.1 The Supplier undertakes to the Buyer that, during the term of the Contract it will not engage in, consent to or connive in any activity, practice or conduct in any part of the world which would constitute an of lence under the Bibery Act 2010, and that it will put in place, maintain and comply with adequate procedures (including those that may be notified to the Supplier by the Buyer from time to time) to prevent any person associated with 1 (in accordance with section 8 of the Bibery Act) from committing an offence under that Act. 12. Confidentiality 12.1 The Suppler shall keep and procure to be kept secret and confid Confidential information and shall not use nor disclose the same save purposes of the proper performance of the Contract or with the prior consent of the Buyer.

19. General 19.1 The Supplier shall not exercise any right of lien, general or otherwise and howscever arising, over any Goods or any other property of the Buyer in the Supplier's possession, in respect of any sums owed by the Buyer to the Supplier 19.2. Nothing in these Conditions shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties and no employee of the Supplier shall be decimal to or have become an employee of the Supplier shall be demended to be or have become an employee of the Buyer. 12.2 The Supplier shall no existence of or disclose to ient or otner.

Intellectual Property 1 Any and all Intellectual Property created or acquired in the course of t still of any work carried out by the Suppler under or in pursuance suffact. (b) based on designs or Specifications made available by the Bu on the date of their creation or acquisition by the Suppler and oth omptly upon request by the Buyer, be assigned to the Buyer.

13.2 The Supplier shall grant or procure the grant of an adequate licence or sullicence to the Buyer at no extra cost, of any Intellectual Property which sufficient to enable the Buyer to make full use of such Coods and/or Service and to repair, update or maintain any work within which such Goods and/or Services are licencopreted.

13.3 Any specifications, instructions, plans, drawings, tools, models, patterns, samples, designs or other materials (including copies), gaugas, dies, jigs, mouldar any other equipment or articles either supplied by the Buyer to the Supplier in connection with a Contract, and/or paid for by the Buyer and an a Contract (Materials), and all intellectual Property in the same, shall remain the property of, and west in, the Buyer.

13.5 The Supplier hereby agrees and undertakes promptly at the requi Buyer, but at its own cost, to do all such acts or deeds and execute

d by the Ri

14. Termination 14.1 Subject to Condition 2.4, the Buyer may immediately terminate the Contract, return or reliect (at the Supplier's risk and expense) any Goods already delivered,

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