

GENERAL TERMS (SUPPLY OF GOODS & SERVICES TO THE FIBRUS GROUP)

1. Interpretation

1.1 In the Contract, the following definitions apply:

Applicable Laws means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction;

Benchmark Review has the meaning set out in clause 11.1;

Business Day means a day other than a public holiday or a Saturday or Sunday in which the banks in Belfast (for Goods or Services supplied to Northern Ireland) or in London (for Goods and Services supplied to Great Britain) are open for business generally;

Company means Fibrus Ltd registered in Northern Ireland with company number NI655901 whose registered office is at 108-113 Dargan Crescent, Belfast, Northern Ireland, BT3 9JP, acting for itself and, where applicable, for and on behalf of the relevant Group Company;

Confidential Information means any commercial, financial or technical information, information relating to the Deliverables, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by the Customer or any Group Company;

Contract means the agreement between the Supplier and the Customer for the sale and purchase of the Deliverables incorporating these General Terms (and any Special Terms) and the Order, and including all schedules, attachments, annexures and statements of work;

Customer means the relevant Group Company party to the Contract;

Deliverables means the Goods or Services or both as the case may be;

Documentation means any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Deliverables;

Force Majeure Event means any of the following events: war, the threat of war, revolution, terrorism, riot or civil commotion, or precautions against any such; strikes, lock outs or other industrial action, whether the affected party's own employees or others; blockage or embargo; acts of or restrictions imposed by government or public authority; failures of supply of water, power, fuels, transport, equipment or other deliverables or services; explosion, fire, corrosion, ionising radiation, radioactive contamination; flood, natural disaster, or adverse weather conditions; malicious or negligent act or accident, and breakdown or failure of equipment, whether of the affected party or others, but does not include, without limitation inability to pay, mechanical difficulties, shortage of or increase in price of raw materials, over-commitment or market or other circumstances which may make the terms of the Contract unattractive to a party;

Good Industry Practice means the exercise of that degree of professionalism, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or an internationally recognised company engaged in the same type of activity under the same or similar circumstances;

Group means the Company and any subsidiary of, and entity directly or indirectly beneficially owned by, the Company, and **Group Company** means any of them;

General Terms means these Group terms and conditions of purchase set out in this document;

Goods means the goods and Documentation and other physical material set out in the Order or understood by the parties to be included in the Goods and to be supplied by the Supplier to the Customer in accordance with the Contract;

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Location means the address or addresses for delivery of the Goods and performance of the Services as set out in the Order or such other address or addresses as notified by the Customer to the Supplier at least 2 Business Days prior to shipping or performance;

Losses means all liabilities, damages, losses, fines, fixed penalty notices, overrun charges, expenses and costs (including all interest, penalties, legal costs, excess amounts arising under insurance policies and any professional and management costs and expenses, incurred by the affected Group Company;

Modern Slavery Policy means the Group's anti-slavery and human trafficking policy as updated and notified to the Supplier from time to time;

Order means the order for the Deliverables from the Supplier placed by the Customer as set out in the Customer's purchase order form and which shall be deemed to incorporate these General Terms;

Price has the meaning given in clause 4.1;

Regulator means each person having regulatory or supervisory authority over all or any part of this Contract or the Group's business affairs;

Services means the services set out in the Order and to be supplied by the Supplier to the Customer in accordance with the Contract;

Special Terms means the special terms varying these General Terms as appended to these General Terms;

Specification means the description or Documentation provided for the Deliverables set out or referred to in the Contract;

Supplier means the named party in the Contract who has agreed to sell the Deliverables to the Customer and whose details are set out in the Order;

Supplier Personnel means all employees, officers, staff, other workers, agents and consultants of the Supplier, its affiliates and any of their sub-contractors who are engaged in the performance of the Services from time to time; and

VAT means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Deliverables;

1.2 In the Contract, the following rules apply: (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (b) references to a party includes its successors or permitted assigns; (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; (d) to the extent that any statute referenced in the Contract does not apply in the Supplier's local jurisdiction, such a reference shall be construed to be a reference to the equivalent law or statute in the Supplier's local jurisdiction provided that Customer's position will be no more detrimental than as under the statute specified in the Contract; (e) any phrase introduced by these General Terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and (f) a reference to writing or written includes e-mails.

2. Application of these General Terms

- 2.1 These General Terms apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Supplier's quotation, sales conditions, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Customer otherwise agrees in writing.
- 2.3 Except as set out in these General Terms, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Customer.
- 2.4 An Order shall lapse unless accepted by the Supplier before the expiry of 10 Business Days after the date of the Order. If the Supplier is unable to accept an Order, it shall notify the Customer in writing promptly.
- 2.5 Acceptance of an Order by the Supplier shall occur when it is expressly accepted by the Supplier or by any other conduct of the Supplier which the Customer reasonably considers is consistent with acceptance of the Order.
- 2.6 The Contract incorporates the Group policies and guidance notified to the Supplier, which the Supplier shall be required to comply with at all times. The Supplier shall also be required to maintain, as a minimum, the levels of insurance, accreditations and compliance with codes required by the Customer.
- 2.7 In the event of any conflict between any terms of any of the documents constituting the Contract, precedence shall be given to the document that is higher in the following hierarchy:
- the Special Terms;
 - these General Terms;
 - the Order;
 - any Group policies and guidance notified to the Supplier;
 - any other document incorporated into the Contract.

3. Forecasts

- 3.1 The Customer may give the Supplier periodic forecasts, but any forecasts provided under this clause do not constitute an order.
- 3.2 If the Supplier anticipates that it will be unable to meet the forecasted requirements provided in accordance with this clause:
- (a) the Supplier shall inform the Customer in writing as soon as practicable.

- (b) the Customer may at its discretion agree alternative delivery dates for the relevant Goods or Services, or obtain from any other person substitute goods or services for the Goods/Services which the Supplier anticipates it will be unable to supply, without limiting any other right or remedy that the Customer may have; and
- (c) any substitute goods and/or services purchased from a third party supplier as a result of the Supplier anticipating being unable to meet the Customer's forecasted requirements for Goods or Services shall, to the extent the Customer has expressly committed to minimum purchase obligations, be deemed to have been purchased from the Supplier.

3.3 The Customer is not obliged to place all or any orders with the Supplier and no commitment is made in relation to minimum work volumes.

4. Price

- 4.1 The price for the Deliverables shall be as set out in the Order or, where no such provision is set out, shall be calculated in accordance with the Supplier's scale of charges as advised by the Supplier and received and acknowledged by the Customer before the date the Order is placed (**Price**). No increase in the Price may be made by the Supplier after the Order is placed by the Customer.
- 4.2 All Prices are fixed, and the Price includes packaging, delivery, unloading, unpacking, shipping, carriage, insurance and all other charges or taxes related to the Goods and Services etc.

5. Payment

- 5.1 The Supplier shall invoice the Customer for:
- (a) the Goods on or after the completion of delivery of the Goods or, if later, the Customer's acceptance of the Goods; and
- (b) the Services on or after the completion of performance of the Services or, if later, the completion of the Acceptance Conditions.
- 5.2 The Customer shall pay each validly submitted and undisputed invoice of the Supplier within 30 days following the end of the calendar month of receipt.
- 5.3 Without prejudice to any other remedy, the Customer shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Supplier.
- 5.4 Time of payment is not of the essence. Where sums due under the Contract are not paid in full by the due date, to compensate the Supplier for all Losses from the Customer's breach, the Supplier shall have the right to charge interest on the overdue amount at the rate of 4% per cent per annum above the base rate for the time being of Danske Bank accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. The Supplier acknowledges that this is a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998. This clause shall not apply to payments that the Customer disputes in good faith.
- 5.5 VAT shall be charged by the Supplier and paid by the Customer at the applicable rate at the time the invoice was issued.

6. Cancellation

- 6.1 The Customer shall have the right to cancel the Order for the Deliverables or for any part of the Deliverables which have not yet been, in the case of Goods, delivered, and in the case of Services, performed for, the Customer.

6.2 In relation to any Order cancelled or part-cancelled under clause 6.1, on receipt of validly issued and properly documented evidence, the Customer shall pay for:

- (a) in respect of any Goods, that part of the price which relates to the Goods which at the time of cancellation have been delivered to, commissioned for and manufactured, or are in transit to the Customer; and
- (b) in respect of any Goods, the costs of materials which the Supplier has purchased to fulfil the Order for the Goods which cannot be used for other orders or be returned to the Supplier's supplier of those materials for a refund; and
- (c) in respect of any Services, that part of the Price that relates to the Services which, at the time of cancellation have been paid for or contractually committed by the Supplier and cannot be cancelled.

6.3 To the maximum extent possible, the Supplier shall mitigate all costs relating to the Order immediately upon receipt of cancellation under this clause 6.

7. Delivery and performance

7.1 The Goods shall be delivered by the Supplier, or its nominated carrier, to the Location on the date(s) specified in the Order during normal business hours.

7.2 The Goods shall be deemed delivered:

- (a) if delivered by the Supplier, only upon the physical delivery of the Goods to the Customer at the Location by the Supplier or its nominated carrier; and
- (b) if collected by the Customer, when the Goods are collected by the Customer.

7.3 The Services shall be performed by the Supplier at the Location on the date(s) specified in the Order.

7.4 The Services shall be deemed performed on completion of the performance of the Services as specified in the Order.

7.5 The Goods shall not be delivered, and the Services shall not be performed in instalments unless otherwise specified in the Order or agreed in writing by the Customer.

7.6 Each delivery of Goods or performance of the Services shall be accompanied by a delivery note stating:

- (a) the date of the Order;
- (b) the relevant Customer and Supplier details;
- (c) if Goods, the product numbers and type and quantity of Goods in the delivery;
- (d) if Services, the category, type and quantity of Services performed;
- (e) any special instructions, handling and other requests;
- (f) in the case of Services, details of the Supplier Personnel performing the Services; and
- (g) any additional information requested by the Customer as set out in the Order.

7.7 The parties agree that the Supplier's delivery and performance of the Deliverables is strictly in accordance with the timeline set out in the Order. If the Supplier fails to deliver any of the Goods or perform any of the Services by the date specified in the Order, the Customer shall (without prejudice to its other rights and remedies) be entitled at the Customer's sole discretion:

- (a) to terminate the Contract in whole or in part;

(b) to purchase the same or similar Deliverables from another supplier;

(c) to refuse to accept the delivery or performance (as the case may be) of any more Deliverables under the Contract;

(d) to recover from the Supplier all costs and Losses resulting to the Customer from the failure in performance or delivery (as the case may be), including the amount by which the price payable by the Customer to acquire those Deliverables from another supplier exceeds the price payable under the Contract; and

(e) all or any of the foregoing.

7.8 The provisions of clause 7.7 shall not apply to the extent the Customer fails to make the Location available to the Supplier for performance of the Services.

7.9 The Supplier shall not be liable for any delay in or failure of delivery to the extent caused by:

- (a) an act or omission by the Customer relating to the Order;
- (b) the Customer's failure to collect the Goods; or
- (c) a Force Majeure Event.

7.10 If the Customer does not take delivery of the Goods for any reason other than the Supplier's breach of the Contract (including any Order), the Supplier shall store and insure the Goods pending delivery, and the Customer shall pay the Supplier's reasonable storage and insurance charges.

8. Acceptance, rejection and inspection

8.1 The Customer shall not have accepted, or be deemed to have accepted, the Deliverables until the Acceptance Conditions are fulfilled and the Customer has notified confirmation of such to the Supplier in writing.

8.2 The **Acceptance Conditions** are that:

- (a) for Goods, the Goods and delivery note have been delivered to or at the Location;
- (b) for Services, the Services have been performed at the Location;
- (c) all pre-delivery and post-delivery acceptance tests and inspections have been completed to the satisfaction of the Customer at its sole discretion acting reasonably; and
- (d) the Customer has notified the Supplier in writing that the Deliverables have been delivered or performed (as the case may be) in full compliance with the Order and the terms and conditions of the Contract, including this clause 8.

8.3 The Customer shall be entitled to reject any Deliverables which are not in full compliance with the terms and conditions of the Contract. Any acceptance of defective, late or incomplete Deliverables or any payment made in respect thereof, shall not constitute a waiver of any of the Customer's rights and remedies, including its right to reject.

8.4 If the Goods are rejected due to the volume of the Goods exceeding the tolerances (if any) specified in the Order, the Supplier shall promptly and at its own cost arrange for redelivery of the correct volume.

8.5 Any rejected Goods may be returned to the Supplier by the Customer at the Supplier's cost and risk. The Supplier shall pay to the Customer a reasonable charge for storing and returning any of the Goods over-delivered or rejected.

8.6 The Customer may require pre-delivery and/or post-delivery acceptance tests to be performed or to be carried out, at the

Customer's option, either by the Customer or the Supplier, and the results of the tests shall be made available to the Customer.

- 8.7 The Customer may inspect and test the Deliverables during performance or during manufacture or processing prior to despatch, and the Supplier shall provide the Customer with access to, and use of all facilities reasonably required.
- 8.8 Any inspection or testing of the Deliverables shall not be deemed to be acceptance of the Deliverables or a waiver of any of the Customer's other rights and remedies, including its right to reject.
- 8.9 The rights of the Customer in this clause 8 are without prejudice to the Customer's other rights and remedies under the Contract including under clause 10.

9. Title and risk

- 9.1 Risk in the Goods shall pass to the Customer on the later of:
- (a) delivery of the Goods to the Customer as set out in clause 7; and
 - (b) the Customer's acceptance of the Goods as set out in clause 8.
- 9.2 Title to the Goods shall pass to the Customer on the sooner of:
- (a) payment by the Customer for the Goods under clause 5; and
 - (b) delivery of the Goods to the Customer under clause 7.
- 9.3 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) hold the Goods as bailee for the Supplier;
 - (b) take all reasonable care of the Goods and keep them in the condition in which they were delivered;
 - (c) be permitted to use or resell the Goods in the ordinary course of its business.
- 9.4 The passing of title shall not prejudice any other of the Customer's rights and remedies, including its right to reject.
- 9.5 The Supplier warrants and represents that it:
- (a) has at the time the Order is fulfilled, clear and unencumbered title to the Goods, and the full, clear and unencumbered right to sell and deliver them to the Customer; and
 - (b) shall hold such title and right to enable it to ensure that the Customer shall acquire a valid, unqualified title to the Goods and shall enjoy quiet possession of them.

10. Warranties & representations

- 10.1 The Supplier warrants and represents that it shall:
- (a) co-operate with the Customer in all matters relating to the Deliverables, and comply with all reasonable instructions of the Customer;
 - (b) keep the Customer fully informed of all activities concerning the Deliverables and provide the Customer with activity reports on request;
 - (c) have all consents, licences and authorisations necessary to deliver and perform the Deliverables;
 - (d) provide high quality Documentation for the Deliverables;
 - (e) ensure compliance and fulfilment of its obligations in accordance with the Order and the Contract;
 - (f) perform its responsibilities under the Contract in a manner that does not infringe, or constitute an infringement or

misappropriation of, any trade secret, Intellectual Property Right or proprietary rights of any third party;

- (g) observe, and ensure that all Supplier Personnel observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises including the Location;
- (h) conduct such tests, including pre-delivery and post-delivery acceptance tests and inspections, in relation to the Deliverables prior to delivery or performance as the Customer may require at its sole discretion acting reasonably;
- (i) perform, and ensure that all Supplier Personnel perform, the Services with the best care, skill and diligence in accordance with Good Industry Practice;
- (j) ensure that any Goods:
 - (i) correspond in all material respects to their description, to the Specification and to any descriptions given in quotations, estimates and sales material;
 - (ii) be of satisfactory quality and be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
 - (iii) be free from material defects in design, materials and workmanship;
 - (iv) comply with all Applicable Laws, standards and Good Industry Practice (including in relation to their manufacture, packaging and delivery);

10.2 The Supplier agrees that the approval by the Customer of any design or Specification provided by the Supplier shall not relieve the Supplier of any of its obligations under this clause 10.

10.3 Without limiting any other remedies to which it may be entitled, the Customer may reject any Deliverables that do not comply with the relevant obligations in clause 10.1 provided that the Customer provides written notification to the Supplier.

10.4 Without limiting any other remedies to which the Customer may be entitled, as soon as reasonably practicable but in any event within 3 Business Days after receiving a written notification in accordance with clause 10.3, the Supplier shall, at the Customer's option:

- (a) in the case of Goods, repair or replace the Goods;
- (b) in the case of Services, promptly remedy the non-compliance;
- (c) in the case of Services, re-perform the relevant Services; or
- (d) provide the Customer with a full refund of the Price paid by the Customer for the non-compliant Deliverables.

10.5 The Supplier shall at its own cost collect any Goods rejected under clause 10.3. Risk and title in the rejected Goods shall pass back to the Supplier at the point at which the Goods are collected or, if earlier, 3 Business Days from the date on which the Customer notifies the Supplier of the rejection.

10.6 The provisions of these General Terms shall apply to any Goods that are repaired or replaced.

10.7 The Supplier shall not be liable for any failure of the Goods to comply with clause 10.1(j):

- (a) where such failure arises directly as a result of the Customer's damage or negligence;
- (b) to the extent directly caused by the Customer's failure to comply with the Supplier's reasonable instructions in

relation to the Goods, including any instructions on installation, operation, storage and maintenance; or

- (c) where the Customer significantly modifies any Goods without the Supplier's prior consent or, having received such consent, not in accordance with the Supplier's instructions.

10.8 The Customer shall be entitled to exercise its rights under clause 10.3 regardless of whether the Goods have been accepted and notwithstanding that the Goods were not rejected following their initial inspection under clause 8.3.

11. Benchmark review

11.1 The Customer may (acting reasonably) but not more than once annually, initiate a review (**Benchmark Review**) of all or any part of the Goods and/or Services (including Price) and will give the Supplier written notice that such a review is being carried out. The Customer shall inform the Supplier of completion of the Benchmark Review and shall without undue delay provide the (anonymised) results of the review (the **Benchmarking Report**) to the Supplier.

11.2 The purpose of a Benchmark Review is to establish whether the Price and Supplier's performance standards under the Contract are competitive in the marketplace.

11.3 In no event shall a Benchmark Review result in any decrease in the quality of any Services or performance standards or any increase in the Price.

11.4 If the Benchmarking Report shows that the Price and/or performance standards are not market competitive, the parties shall negotiate in good faith such fair and reasonable changes to the Contract (whether by a reduction in the Price, an improvement to the performance standards, or both) as are necessary so that the Price and/or performance standards are market competitive, and in the case of Price shall be backdated to the date of the Benchmarking Report.

11.5 If the parties do not agree to the changes referred to in clause 11.4 within a reasonable period, the Customer may, by giving Supplier at least 30 Business Days written notice, terminate the Contract or those parts of the Contract relating to the Goods and/or Services impacted by the Benchmark Review or the whole of the Contract, without further liability.

12. Data protection

12.1 The following definitions apply in this clause 12:

- (a) **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures** are as defined in the Data Protection Legislation.
- (b) **Data Protection Legislation** means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
- (c) **Domestic Law** means the law of the United Kingdom or a part of the United Kingdom.

12.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

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

12.4 Without prejudice to the generality of clause 12.2, the Customer 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 the Contract.

12.5 Without prejudice to the generality of clause 12.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:

- (a) process that Personal Data only on the documented written instructions of the Customer unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from notifying the Customer;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, 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 Supplier Personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (d) not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) assist the Customer, at the Customer'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 Customer without undue delay on becoming aware of a Personal Data Breach;

- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Domestic Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 12.

12.6 The Supplier shall not appoint any third-party processor of Personal Data under the Contract, unless the Customer consents in writing, which shall not be unreasonably withheld or delayed.

13. Anti-bribery

13.1 For the purposes of this clause 13 the expressions “adequate procedures” and “associated with” shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it (**Bribery Laws**).

13.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:

- (a) all of that party’s personnel;
- (b) all others associated with that party; and
- (c) all of that party’s subcontractors,

involved in the performance of the Contract so comply.

13.3 Without limitation to clause 13.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

13.4 The Supplier shall immediately notify the Customer as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 13.

13.5 Any breach of this clause 13 by the Supplier shall be deemed a material breach of the Contract that is not remediable and shall entitle the Customer to immediately terminate the Contract by notice under clause 19.1(a).

14. Anti-slavery

14.1 The Supplier undertakes, warrants and represents that:

- (a) neither the Supplier nor any of its officers, employees, agents or subcontractors has:
 - (i) committed an offence under the Modern Slavery Act 2015 (an **MSA Offence**); or
 - (ii) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (iii) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- (b) it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy.
- (c) it shall notify the Customer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Supplier’s obligations under clause 14.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier’s obligations.

14.2 Any breach of clause 14.1 by the Supplier shall be deemed a material breach of the Contract and shall entitle the Customer to terminate the Contract pursuant to clause 19.1(a) with immediate effect.

15. Confidentiality

15.1 The Supplier shall keep confidential all Confidential Information of the Customer and of any Group Company and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:

- (a) any information which was in the public domain at the date of the Contract;
- (b) any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
- (c) any information which is independently developed by the Supplier without using information supplied by the Customer or by any Group Company; or
- (d) any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

15.2 This clause shall remain in force for a period of 5 years from the later of, the date of the Contract and termination of the Contract.

15.3 The Supplier shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

15.4 Any breach of clause 15.1 by the Supplier shall be deemed a material breach of the Contract and shall entitle the Customer to terminate the Contract pursuant to clause 19.1(a) with immediate effect.

16. Indemnities

16.1 The Supplier shall indemnify, and keep indemnified, the Customer and each Group Company from and against any Losses which the Customer or any Group Company may suffer or incur directly or indirectly from as a result of any:

- (a) alleged or actual infringement by the Supplier of a third party’s Intellectual Property Rights or other rights in connection with the use, supply, performance or manufacture of the Deliverables under the Contract (**IPR Claim**);
- (b) any claim against the Customer or any Group Company (including any action or investigation by a Regulator) arising out of or in connection with the Supplier’s failure to comply with Data Protection Legislation (as defined in clause 12), the Modern Slavery Act 2015 or the Modern Slavery Policy, or any Applicable Laws - except to the extent that the Supplier is acting on the Customer or a Group Company’s express instructions;
- (c) any claim against the Customer or any Group Company (including any action or investigation) by a Regulator or governmental authority arising out of, or in connection with, the Supplier’s failure to comply with any Applicable Laws, in the provision of the Goods and/or Services - except to the extent the Supplier was acting on the Customer or a Group Company’s express instructions.

16.2 If any IPR Claim is made or is reasonably likely to be made against the Customer or a Group Company, the Supplier shall promptly and at its own expense either:

- (a) procure for the Customer and the Group Company the right to continue using and possessing the relevant Deliverables; or
- (b) modify or replace the infringing part of the Deliverables and without adversely affecting the functionality of the

Deliverables as set out in the Contract so as to avoid the infringement or alleged infringement,

- (c) provided that if, having used reasonable endeavours, neither of the above can be accomplished on reasonable terms, the Supplier shall (without prejudice to the indemnity above) refund the price paid by Customer or the Group Company in respect of the affected Deliverables.

17. Limitation of liability

- 17.1 The restrictions on liability in this clause 17 apply to every liability arising under or in connection with these General Terms and the Contract, including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 17.2 The Customer's total liability shall not exceed the Price.
- 17.3 Subject to clauses 17.5 to 17.7 the Supplier's total liability shall not exceed:
 - (a) in the case of damage to physical or real property, £5,000,000; and
 - (b) for any other liability, a sum equal to 125% total amount of charges paid or payable in respect of the Deliverables in an Order.
- 17.4 Subject to clauses 17.5 to 17.7, the Supplier shall not be liable for any of the following (whether direct or indirect):
 - (a) loss of profits;
 - (b) loss of revenue;
 - (c) loss of use;
 - (d) loss of contract;
 - (e) loss of commercial opportunity;
 - (f) loss of savings, discount or rebate (whether actual or anticipated);
 - (g) loss of business or
 - (h) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, howsoever caused and whether or not foreseeable.
- 17.5 Notwithstanding clauses 17.3 and 17.4, and without limiting the Customer's entitlement to recover other types of loss, the parties agree that the Customer may recover the following from the Supplier as direct loss:
 - (a) the cost of selecting, procuring, installing and testing replacement goods or services;
 - (b) wasted expenditure or unnecessary charges incurred by the Customer (including regulatory fines);
 - (c) liability to third parties (including customers); and
 - (d) the cost of rectifying lost or damaged data.
- 17.6 The limitations of liability set out in clauses 17.3 and 17.4 shall not apply in respect of any indemnities given by the Supplier in these General Terms.
- 17.7 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
 - (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any other losses which cannot be excluded or limited by Applicable Law;
 - (d) any losses caused by wilful misconduct.

- 17.8 Neither party shall have any liability to the other in respect of a breach unless it has issued proceedings in respect of such breach within 18 months of the date when that party first became aware of the circumstances constituting the breach.

18. Intellectual Property Rights

All Specifications provided by the Customer and all Intellectual Property Rights in the Deliverables made or performed in accordance with such Specifications shall vest in and remain at all times the property of the Customer and such Specifications may only be used by the Supplier as necessary to perform the Contract. The Supplier assigns (or shall procure the assignment) to the Customer absolutely, with full title guarantee, all right, title and interest in any such Intellectual Property Rights, and the Supplier shall do all such things and sign all documents necessary in the Customer's opinion to so vest all such Intellectual Property Rights in the Customer, and to enable the Customer to defend and enforce such Intellectual Property Rights, and the Supplier shall at the Customer's request waive or procure a waiver of applicable moral rights.

19. Termination & its effect

- 19.1 Without affecting any other right or remedy available to it, either party may terminate the Contract or any other contract which it has with the Supplier with immediate effect by giving written notice to the other party if:
 - (a) the other party commits persistent breaches of its obligations under the Contract or a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 15 days after receipt of notice in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 19.2 Without limiting its other rights or remedies, the Customer may, at any time and without liability, terminate the Contract with immediate effect if:
 - (a) any contract(s) between the Customer and its customer(s) upon which the Contract depends in whole or part is terminated, in which circumstances the Customer will provide the Supplier with as much notice as is reasonably possible; or
 - (b) the Supplier does not confirm within 30 days that the Price for the Goods and/or Services will be amended in accordance with a request by the Customer following a Benchmark Review carried out in accordance with clause 11; or
 - (c) the Supplier knowingly or recklessly does, or permits to be done, anything which actually, or may, prejudice or harm the image or reputation of the Customer or any Group Company.

19.3 In any of the circumstances in these General Terms in which a party may terminate the Contract, where both Goods and Services are supplied, that party may terminate the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.

19.4 Termination or expiry of the Contract shall not affect any of the parties' rights and remedies that have accrued and clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

20. Force majeure

20.1 Neither party (**Affected Party**) shall be liable for default or delay in the performance of its obligations under the Contract provided always:

- (a) the default or delay is caused by a Force Majeure Event;
- (b) the Affected Party is without fault in causing the default or delay; and
- (c) the default or delay could not have been prevented by reasonable precautions (which for these purposes shall include complying with that party's disaster recovery/business continuity plans or, if of a higher standard, disaster recovery and business continuity plans consistent with Good Industry Practice) or circumvented by workarounds.

20.2 Where the conditions described in clause 20.1 apply, the Affected Party shall be excused from further performance or observance of the obligations so affected for as long as:

- (a) the circumstances giving rise to the Force Majeure Event prevail; and
- (b) the Affected Party continues to use best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

20.3 If any Force Majeure Event substantially prevents, hinders or delays the supply of the Goods or the performance of the Services necessary for the performance of functions reasonably identified by the Customer as critical then, at the Customer's option, the Customer may procure those Goods or Services from an alternate source, and the Supplier shall be responsible for payment of any excess charges for these Goods or Services from the alternate source for so long as the delay in performance continues.

20.4 A Force Majeure Event shall not relieve the Supplier of its obligations to supply the Goods and Services in conjunction with implementing a disaster recovery plan or business continuity plan, including requiring that essential Supplier Personnel report to work during an emergency and any or all Supplier personnel work at a contingency location.

20.5 In the event that a Force Majeure Event interrupts the provision of Goods and/or Services for a continuous period that is in excess of 30 days the Customer may terminate the Contract or those parts of the Contract relating to the affected Goods and/or Services, on the provision of written notice.

21. Notices

21.1 Any notice given to a party under or in connection with these General Terms and any Contract shall be in writing and shall be sent to the relevant party at the address set out in the Contract.

21.2 Notices may be given, and are deemed received:

- (a) by hand: on receipt of a signature at the time of delivery;
- (b) by pre-paid first-class post providing proof of delivery: at 9.00 am on the second Business Day after posting;

(c) by pre-paid airmail providing proof of delivery: at 9.00 am on the fifth Business Day after posting

(d) if sent by email to such email address (or an address substituted in writing by the party to be served) notified in writing by a party.

21.3 If deemed receipt under clause 21.2 would occur outside normal business hours in the place of receipt, it shall be deferred until business hours resume. In this clause business hours means 9.00am to 5.00pm Monday to Friday on a Business Day.

21.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22. Dispute resolution

22.1 Any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this clause 22.

22.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.

22.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedure:

- (a) Within 5 Business Days of service of the notice, the contract managers of each of the parties shall meet to discuss the dispute and attempt to resolve it.
- (b) If the dispute has not been resolved within 5 Business Days of the first meeting of the contract managers, then the matter shall be referred to the managing director (or persons of equivalent seniority) of each of the parties. The managing directors (or equivalent) shall meet within 5 Business Days to discuss the dispute and attempt to resolve it.

22.4 Either party may issue formal legal proceedings at any time whether or not the steps referred to in clause 22.3 have been completed.

23. General

23.1 the Customer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Supplier may not assign, transfer, mortgage, charge, subcontract, delegate in any manner, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Customer, such consent not to be unreasonably withheld or delayed.

23.2 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

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

- 23.4 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 23.5 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 23.6 Except as expressly provided elsewhere in this agreement, no person other than the Company and any affected Group Company shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provisions of these General Terms and the Contract.
- 23.7 The Contract and any Dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with:
- (a) the laws of Northern Ireland (for Goods and Services provided in Northern Ireland); or
 - (b) the laws of England & Wales (for Goods and Services provided in Great Britain), and each party irrevocably agrees that the courts of Northern Ireland or, as the case may be, England & Wales shall have exclusive jurisdiction to settle any Dispute or claim arising out of or in connection with these General Terms or a Contract or the subject matter or formation (including non-contractual disputes or claims).

SPECIAL TERMS

The following terms are agreed variations to these General Terms

General Terms Reference	Agreed Variation