

TERMS FOR THE PURCHASE OF GOODS AND SERVICES BY GXO LOGISTICS UK LIMITED, GXO LOGISTICS DRINKS LIMITED, AND ANY OTHER COMPANIES WITHIN THE GXO LOGISTICS GROUP (the "Terms")

1. DEFINITIONS

In the context of these Terms, the following words shall have the following meanings:

"Agreement" means these Terms, the Order and the Specification;

"Code of Business Ethics" means the Purchaser's "Code of Business Ethics" policy found at <https://ethics.gxo.com/> as may be amended from time to time;

"Purchaser" means any companies located in the United Kingdom or Eire within the GXO Logistics Group as identified in the Order;

"Supplier" means the person, firm, company or organisation to whom the Order is addressed;

"Goods" means the goods or materials supplied in accordance with the Order and the Specification;

"Guarantee Period" means 36 months from acceptance by the Purchaser of the Goods or Services (or other period specified in the Order);

"Key Personnel" means those members (if any) of the Supplier's personnel named as such in an Order.

"Liabilities" means all actions, costs, claims, expenses (including without limitation all legal expenses and other professional fees (together with any VAT thereon), losses, damages, fines, penalties, compensation awards, liabilities, orders, awards, proceedings and judgements, of whatsoever nature howsoever arising (including without limitation any liability for unfair dismissal compensation, statutory redundancy pay and any contractual severance pay, failure to inform and consult pursuant to the Transfer Regulations, increased pension costs, pay in lieu of any period of notice, and pay in respect of accrued holiday);

"Order" means the order issued by the Purchaser for the supply of Goods or Services overleaf which shall be placed using the Procurement Systems using the catalogue of services available on the Procurement Systems (unless otherwise agreed by the Purchaser).;

"Procurement System(s)" means the Purchaser's systems for procuring the Goods or Services which shall be Oracle; The Supplier shall provide the priced catalogue for the Goods or Services for the Procurement Systems;

"Safe Contractor Scheme" means a health and safety accreditation scheme provided by Alcumus Safe contractor Limited as found at <https://www.safecontractor.com/> ;

"Services" means the services to be provided in accordance with the Order and the Specification;

"Specification" means the technical or other description of the Goods or Services;

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006, as may be amended from time to time; and

"GXO Logistics Group" means any direct or indirect subsidiary of GXO Logistics, Inc. located in the United Kingdom or Eire.

2. GENERAL

- 2.1 The Agreement shall form the entire agreement between the Purchaser and the Supplier. If the Supplier's documentation contains terms or conditions additional to or at variance with the Agreement every additional or varying term or condition shall have no effect.
- 2.2 In the event of any conflict between these Terms, the Order or Specification, the documents will prevail in the following order: the Order, the Specification and the Terms.
- 2.3 The parties acknowledge and agree that the Purchaser remains free during the term of this Agreement to engage third party suppliers of goods and/or services similar or identical to the Goods and/or Services.
- 2.4 The Purchaser will only be responsible for payment for the Goods or Services, if accompanied by a valid Supplier vendor number and Procurement System purchase order number.
- 2.5 No alterations modifications or amendments to the Order or the Specification, the quantities, type, physical structure specifications or standards are to be accepted or undertaken by the Supplier at the request of any employee of the Purchaser or its agent or representative or any other person unless and until written confirmation is received from a duly authorised representative of the Purchaser. Each party shall nominate representatives to deal with the management of this Agreement and each Order.

3. SUPPLY OF GOODS

- 3.1 The Order, duly signed by an authorised representative of the Purchaser constitutes an offer by the Purchaser to purchase the Goods and acquire the Services subject to these Terms.
- 3.2 The Order shall be unconditionally accepted by the Supplier if no response is sent to the Purchaser within seven (7) days of its date or within any time limit specified in the Order. In this case, the Terms shall also be unconditionally accepted by the Supplier.

- 3.3 The Purchaser may reject any Goods delivered or any Services supplied which are not in accordance with the Order (i.e.: delivered in excess of or in lesser quantities than those stated in the Order), and shall not be deemed to have accepted any Goods or Services 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. The Supplier shall, on request, (i) remove rejected Goods from the Purchaser's site as soon as reasonably practicable causing minimum inconvenience to the Purchaser or (ii) redeliver the Services at its own cost.
- 3.4 The Purchaser reserves the right to inspect or test the Goods at any time during manufacture, processing, storage or on delivery of Goods for compliance with the Order and Specification but inspection shall not in any way relieve the Supplier from its obligations under these Terms or from those existing at common law or under statute. The Supplier shall procure that the Purchaser is granted reasonable access rights to undertake inspections.
- 3.5 In the event that the Goods or any part thereof fail inspection and/or testing the Purchaser (without prejudice to any of its other rights) reserves the right to charge the Supplier any cost in respect of travel and accommodation incurred by the Purchaser for subsequent re-inspection and/or re-testing (if any).

4. QUALITY OF GOODS

- 4.1 Without prejudice to the Purchaser's statutory rights it is a condition of the Order that the Goods shall:
- 4.1.1 conform to the Specification and the Order to the satisfaction of the Purchaser;
 - 4.1.2 be fit for the purposes for which they are required;
 - 4.1.3 be of satisfactory quality and free from defects, whether latent or patent;
 - 4.1.4 be supplied with adequate information and instruction as to the use for which they are designed;
 - 4.1.5 be supplied with detailed information about any conditions or procedures required to ensure that, when put to use, the Goods will be safe and without risk to health; and
 - 4.1.6 comply in all respects with all applicable laws, regulations, codes and statutory requirements and in particular the Sale of Goods Act 1979 (as amended).
- 4.2 The Supplier shall assign to the Purchaser any assignable manufacturer's warranty or other guarantee applicable to the Goods to the extent permitted. If the Supplier becomes insolvent, any such warranties and guarantees shall be deemed to have been assigned immediately prior to the onset of insolvency.
- 4.3 If the Goods include electrical and electronic equipment, the Supplier warrants that it or the producer of such equipment is a member of a scheme in accordance with the Waste Electrical and Electronic Equipment Regulations 2013 ("**WeeeR**") and undertakes promptly to provide the Purchaser with the applicable producer registration number under such scheme. In this clause 4.3 "**electrical and electronic equipment**", "**producer**" and "**scheme**" have the meanings given to them in WeeeR.
- 4.4 In the event that the Goods or any part thereof fail to meet in full with the terms of Clause 4.1 irrespective of the slowness of such failure, the Purchaser (without prejudice to any of its other rights) reserves the right to reject and/or return the Goods to the Supplier at the Supplier's expense.
- 4.5 Any signature by or on behalf of the Purchaser on any delivery note will not signify acceptance of the quality or quantity of the Goods.
- 4.6 If within the Guarantee Period any defect in the Goods shall be discovered or arise under normal use attributable to faulty design, materials or workmanship, the Supplier shall, without prejudice to any other rights or remedies of the Purchaser, promptly remedy the defect either by repair to the Purchaser's satisfaction or replacement without charge to the Purchaser.
- 4.7 The Supplier shall not be entitled to reject any claim made in respect of any defect arising within the Guarantee Period on the basis that the Purchaser failed to make the complaint during such period.
- 4.8 The provisions of the Clause shall apply to replacement or repaired Goods effective from the date of putting into service of such replacement or repaired Goods, but shall not prejudice any of the Purchaser's rights resulting from any defects in the Goods.

5. DELIVERY OF GOODS

- 5.1 All Goods presented must be adequately packed for mode of delivery and type of Goods at no cost to the Purchaser. The Supplier shall be held responsible for any damage incurred due to bad or insufficient packing.
- 5.2 The Supplier shall ensure that it provides any information in relation to the Goods which is required by any applicable law and that all containers, packages and documents relating to the Goods shall be prominently marked with appropriate danger symbols and the name of the Goods in English.
- 5.3 A packing note quoting the Order must accompany each delivery of the Goods and must be prominently displayed.

- 5.4 Goods shall be delivered on the date, at the time and to the address specified in the Order. Time shall be of the essence in relation to delivery and the Purchaser shall be under no obligation to accept delivery of the Goods before the date or at a different address to that specified in the Order.
- 5.5 Supply of the Goods shall be effected by the Supplier at the Supplier's own risk and expense (including the risk of deterioration in the Goods necessarily incident to the course of transit).
- 5.6 Risk in the Goods shall remain with the Supplier until acceptance of the Goods by the Purchaser. Title to each of the Goods shall pass to the Purchaser on the earlier of the Purchaser's payment for such Goods and delivery of the Goods.

6. REJECTION OR CANCELLATION OF ORDER

- 6.1 Without prejudice to its other rights and remedies, the Purchaser reserves the right to cancel this Order for any reason and at any time upon serving the Supplier with notice in writing. Save in the event of breach of contract by the Supplier a reasonable price will be paid by the Purchaser for all work in progress at the date of cancellation which is subsequently accepted by the Purchaser. The Purchaser shall not be liable for any loss of profit, loss of contract, loss of business, loss of revenue or loss of goodwill or any other direct, indirect, special or consequential loss.
- 6.2 If the Goods do not comply with the Order, or any of the terms and conditions of the Order are breached or not complied with by the Supplier or it is the Purchaser's opinion that the Supplier will be unable to perform its obligations or any of them under the Order, the Purchaser shall at its discretion be entitled (but not obliged) to treat the Order as repudiated or reject the Goods and/or rescind the Order (notwithstanding the property in the Goods may have passed) by giving written notice to the Supplier and the following conditions shall where appropriate apply:
 - 6.2.1 the Purchaser shall return to the Supplier or at its option may require the Supplier to collect the same at the Supplier's risk and expense any rejected Goods or any Goods already delivered which by reason of non-delivery of the balance are not reasonably capable of use by the Purchaser; and
 - 6.2.2 the Purchaser may at its discretion refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make; and
 - 6.2.3 the Purchaser may at its discretion require the Supplier either to restore or rectify the Goods or Services to the satisfaction of the Purchaser and at the Supplier's expense to replace any Goods so rejected upon the same conditions as herein stated; and
 - 6.2.4 the Supplier shall repay to the Purchaser any monies paid by the Purchaser in respect of rejected or undelivered Goods or Services; and
 - 6.2.5 the Supplier shall be fully accountable to the Purchaser for any direct or indirect loss the Purchaser may have suffered arising from or out of such repudiation, rejection and/or rescission; and
 - 6.2.6 any such repudiation, rejection and/or rescission shall be without prejudice to the accrued rights of either party.

7. SUPPLY OF SERVICES

- 7.1 Services shall be supplied in accordance with the Specification and in compliance with all applicable laws, regulations, codes and statutory requirements. The Services shall be subject to the right of inspection at any time by the Purchaser but such inspection shall not relieve the Supplier of its obligations nor constitute acceptance of any part of the work.
- 7.2 The Supplier shall provide all equipment, tools, machinery and vehicles, and such other items, as are required to provide the Services.
- 7.3 The Supplier shall ensure that, where specified in an Order, the Services (or relevant parts of the Services) are performed by Key Personnel.
- 7.4 The Purchaser shall notify the Supplier if (acting reasonably) it is dissatisfied with any member of the Supplier's personnel. The Supplier shall use all reasonable endeavours to provide replacement personnel as soon as possible.
- 7.5 Without prejudice to the Purchaser's statutory rights, the Services shall be carried out with exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced provider of Services engaged in the same type of undertaking and under the same or similar circumstances and conditions as the Services.
- 7.6 The Supplier shall supervise and direct the work using best skills and attention.
- 7.7 The Supplier shall co-operate with the Purchaser in all matters relating to the Services, and comply with the Purchaser's instructions.
- 7.8 In the event the Supplier is providing Services which consist of maintenance or haulier services to GXO

Logistics Group as the Purchaser at a GXO site, the Supplier agrees that it is accredited with the Safe Contractor Scheme.

- 7.9 In the event that the Supplier installs the Goods as part of the Services, the following provisions shall apply:
- 7.9.1 Where the Goods are replacing existing goods which have a similar function, the Supplier shall be responsible for the removal of the existing goods prior to commencing the installation, and disposing of the existing goods in accordance with applicable laws.
 - 7.9.2 In removing the existing goods under clause 7.9.1, the Supplier shall be responsible for making good all damage caused to the Purchaser's premises by the removal of the existing goods.
 - 7.9.3 The Supplier shall carry out all relevant tests to ensure that the Goods function to the Specification and fix all defects as part of the Services with no additional cost to the Purchaser.
 - 7.9.4 Once the Purchaser is satisfied that the Goods have passed all tests and function to the Specification, it shall provide its acceptance of the Goods.

8. TIME FOR ACCEPTANCE OF SERVICES

- 8.1 The Supplier shall start the work on the date set out in the Order and carry out the work to completion with the utmost speed and by the date specified in the Order. Time for the Supplier's performance is of the essence.
- 8.2 No delay will be accepted by the Purchaser unless agreed by the Purchaser in writing and the Supplier shall have no claim against the Purchaser for any increase in the contract price or for any damage or loss resulting from such delays.
- 8.3 The price quoted for the Services shall be taken to include all premium time or overtime required to properly man the job within the timescales set out in the Specification or Order, without interference to the Purchaser's operations.
- 8.4 The Purchaser shall be under no obligation to accept the Services until the Supplier has complied in all respects with the Specification and delivered to the Purchaser copies of all necessary plans, manuals, and instructions to cover the proper operation and maintenance requirements for the Services and (if agreed in the Order) provided adequate training to the Purchaser's personnel.

9. PRICE AND PAYMENT

- 9.1 Prices shall remain as stated in the Order and shall not be subject to variations unless agreed in writing by duly authorised representatives of both parties.
- 9.2 No amendments shall be made to the prices for Goods and/or Services stated in the Procurement System unless otherwise agreed by the Purchaser in writing.
- 9.3 The Purchaser shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not shown on its own terms of sale.
- 9.4 Prices quoted shall be exclusive of Value Added Tax but shall be deemed to be inclusive of the cost of packaging, insurance, carriage, and any other form of purchase tax and/or import duties applicable from time to time unless the contrary is expressly stated or is clear from the face of the document on which the price is quoted. Value Added Tax at the appropriate rate where chargeable shall only be paid by the Purchaser on receipt of a valid Value Added Tax invoice.
- 9.5 Invoices shall be submitted within thirty (30) days of the Purchaser accepting the relevant Goods and/or Services, by the Supplier via the Oracle Supplier Portal, Supplier Actionable Notification or by email, in each case using the correct method for the relevant Purchaser entity as per the schedules in the Invoice Appendix as part of the New Supplier Creation request (as updated from time to time).
- 9.6 Each invoice shall contain the following information:
 - 9.6.1 the number of the Order;
 - 9.6.2 the details concerning the Goods and Services; and
 - 9.6.3 the amount per Goods and Services;The original Order shall be enclosed with the invoice.
- 9.7 Unless otherwise stated in the Order or otherwise agreed in writing between the parties and subject to a valid invoice, payment shall be due sixty (60) days from the date of receipt of an invoice validly raised in accordance with this Agreement, provided that (if later), the period for payment shall not begin to run until the date of acceptance of the Goods or Services by the Purchaser.
- 9.8 The Purchaser reserves the right to deduct from any monies due or becoming due to the Supplier any monies due from the Supplier to the Purchaser whether under the Order or otherwise or any other GXO Logistics Group in respect of materials supplied or services rendered by the Purchaser or any other sums due to the Purchaser from the Supplier.
- 9.9 The Purchaser reserves the right to withhold payment of an invoice where it has a raised a dispute with the Supplier in regards to such invoice.

- 9.10 Unless otherwise expressly set out in this Agreement or the applicable Order, the obligation to pay the price shall constitute the Purchaser's entire payment obligation for the performance of the Supplier's obligations.

10. RIGHT TO AUDIT

- 10.1 The Supplier shall provide the Purchaser, its auditors and advisors with reasonable access to the Supplier's premises, systems, personnel and relevant records as required to
- (a) comply with any legally enforceable regulatory request;
 - (b) verify invoices or investigate suspected fraud; and
 - (c) confirm that the Goods and Services are being delivered in accordance with this Agreement and any Order.

The Purchaser shall use reasonable endeavours to avoid unnecessary disruption and shall give at least three (3) days 'notice of any audit, except where the audit relates to suspected fraud or a regulatory environment, in which case no notice is needed.

- 10.2 Each party shall bear its own audit-related costs unless the audit identifies a material breach by the Supplier (including any overpayment by the Purchaser of five percent (5%) or more), in which case the Supplier shall reimburse the Purchaser's reasonable costs. If the audit identifies any failure by the Supplier to comply with its obligations, the Supplier shall, at no cost to the Purchaser, provide and implement a remediation plan within the timescales required by the Purchaser. If the audit identifies any overpayment by the Purchaser, the Supplier shall repay the overpaid amount within fourteen (14) days of receiving an invoice or notice. This clause shall continue for twelve (12) months after expiry or termination of this agreement or, if later, the final Order.

11. WARRANTIES AND INDEMNITIES

- 11.1 The Supplier warrants that:

- 11.1.1 It has full beneficial title to the Goods and passes title to the Purchaser with full title guarantee; and
- 11.1.2 It will strictly comply with all applicable laws and regulations, codes and/or statutory requirements from time to time in force; and
- 11.1.3 It has reviewed and will comply with the Purchaser's and its Anchor Customer's (as defined in clause 15.3.1) policies as may be issued to the Supplier from the Purchaser from time to time, including but not limited to the Code of Business Ethics; and
- 11.1.4 It has all necessary licences and consents to enable to carry out Services, and the provision of the Goods and Services will not in any way infringe any rights of any third party; and
- 11.1.5 Services will be performed by appropriately qualified and trained personnel with the care and diligence and to such high standard of quality as it is reasonable for the Purchaser to expect in the circumstances; and
- 11.1.6 All statements and representations made in respect of the Goods and/or Services prior to the submission of the Order are full and accurate and the Supplier acknowledges the Purchaser's reliance on the same;
- 11.1.7 It will comply with all national and international export control and trade sanctions laws and regulations, including without limitation those of the United Kingdom, United States, European Union, and United Nations from time to time ("Export Control and Trade Sanctions"), to include without limitation the following obligations: (i) Supplier warrants that neither it nor its directors, officers, or subsidiaries are designated or sanctioned parties under Export Control and Trade Sanctions; (ii) Supplier will not use any party designated or sanctioned under Export Control and Trade Sanctions to provide services for the Purchaser including but not limited to any party ordinarily resident or otherwise located in Iran, Cuba, Syria, North Korea, Venezuela, the Crimea Region, the territory of the Donetsk People's Republic, the Luhansk People's Republic and any other territory or region within the current borders of Ukraine, Russia or Belarus that becomes subject to territorial sanctions, nor will the Supplier use any raw materials, parts, components or any other items sourced, directly or indirectly, from any of the aforementioned countries/regions to perform or otherwise fulfil services for the Purchaser; (iii) Supplier will not transit or transship goods or services to or via Iran, Cuba, Syria, North Korea, Venezuela, the Crimea Region, the territory of the Donetsk People's Republic, the Luhansk People's Republic and any other territory or region within the current borders of Ukraine, Russia or Belarus that becomes subject to territorial sanctions in the fulfilment of services for the Purchaser, absent

the appropriate Government authorization(s) that is/are required for the Purchaser and/or Supplier, or both; (iv) Supplier will comply with information and instructions provided by the Purchaser in connection with Export Control and Trade Sanctions; (v) Supplier will inform the Purchaser when the provision of any goods and services by the Supplier are identified on any export control list maintained by any government for purposes of Export Control and Trade Sanctions; (vi) Supplier will request the Purchaser's instruction prior to the filing of any application for any government export / import authorization required to deliver goods and services to or on behalf of the Purchaser; and (vii) Supplier will comply with instructions provided by the Purchaser in connection with Export Control and Trade Sanctions, including where applicable the provision of export classifications and export/import authorizations (and a failure to comply with this clause 11.1.8 shall entitle the Purchaser to withhold payment and may, at its sole discretion, treat such failure as a material breach of this Agreement and any Orders made under it.

- 11.1.8 It will comply with all reasonable instructions and requests of the Purchaser from time to time;
- 11.1.9 It will not allow or cause any conflict between it and the Purchaser, it and any Anchor Customer or the Purchaser or any Anchor Customer

11.2 The Supplier shall indemnify the Purchaser and keep the Purchaser indemnified against any breach of any warranties in this Agreement and in particular against any loss, claim, Liability or expense in respect of claims that the Goods or Services infringe the intellectual property rights of any third party.

11.3 If at any time allegation of infringement of any intellectual property right is made in respect of any Goods or Services or in the Purchaser's reasonable opinion is likely to be made, then the Supplier, if it is able to do so and if the Purchaser shall first have consented (which consent may be given or withheld at the Purchaser's entire discretion) will (at its own cost) either:

- 11.3.1 procure for the Purchaser the right to continue to use the Goods or Services for the Purchaser's purposes without infringing any intellectual property rights in any way; or
- 11.3.2 replace the Goods (or amend the Services) with Goods or Services which do not infringe any intellectual property rights, so long as such replacement or amendment shall be entirely compatible with and of no lesser functionality than the allegedly infringing Goods or Services and shall comply in all material respects with the Specifications;

provided that any such procurement or replacement as aforesaid shall not affect any other right or remedy of the Purchaser arising under the Agreement in respect of the loss or damage it has suffered.

11.4 The Supplier shall indemnify the Purchaser against the following:

- 11.4.1 loss, damage or personal injury (including death) whatsoever wheresoever and whensoever arising, due to the negligent act or omission of the Supplier or its servants, agents or sub-contractors or arising from any alleged fault or defect (howsoever arising) in the materials, workmanship or quality of the Goods or Services manufactured by or for or supplied to the Supplier and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto;
- 11.4.2 loss or damage to property of the Purchaser or third parties and all claims in respect of personal injury (including death), caused to, or by, any of the employees, servants, agents or sub-contractors of the Supplier while on the Purchaser's premises in performance of this Order.

12. INSURANCE

- 12.1 The Supplier shall maintain adequate insurance to the full replacement value of the Goods prior to delivery or whilst the risk lies with the Supplier in accordance with Clause 5.
- 12.2 The Supplier shall carry Product Liability Insurance for an amount of not less than £5,000,000 on delivery and during the Guarantee Period.
- 12.3 The Supplier shall, at its expense, carry and maintain Public liability insurance for an amount of not less than £5,000,000 and Employers liability insurance for an amount of not less than £10,000,000 any one occurrence at all times during the execution of the Services.
- 12.4 The Supplier shall (if applicable) carry Contract Works or Contractors (All Risks) insurance for the full value of the contract works.

13. INTELLECTUAL PROPERTY

- 13.1 If the Goods or Services are manufactured or supplied to the Purchaser's designs or specifications, or where the Purchaser has paid or is to pay the Supplier for design or research or development work, ownership of such works, designs, data, inventions and improvements, including all intellectual property rights shall belong solely to the Purchaser and the Supplier will take all necessary steps to vest such rights in the Purchaser.
- 13.2 In respect of the Goods and any goods that are transferred to the Purchaser as part of the Services under this Agreement, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery, it will have full and unrestricted rights to sell and transfer such items to the Purchaser.
- 13.3 The Supplier shall not, without the Purchaser's prior written consent, use the Purchaser's (or Purchaser's third party customers') trademarks or trade names or any derivative.

14. CONFIDENTIALITY

- 14.1 The Agreement and the subject matter thereof (including any information regarding the Purchaser's customers) shall be treated as confidential between the parties and shall not be disclosed or publicised by the Supplier to any third parties for any reason without the Purchaser's prior written consent.
- 14.2 The Supplier shall not advertise, announce, or otherwise publicise in any form or co-operate or allow the advertising, announcing or otherwise publicising that Goods or Services are to be or have been supplied by it to the Purchaser or otherwise use the Purchaser's name or any other form of identity without the Purchaser's prior written consent.
- 14.3 The Supplier shall not copy or otherwise make available to any third party any Specifications, drawings, patterns, tools, toolings of any kind, written instructions, or other instructions or technical papers supplied by the Purchaser or produced by the Supplier at the Purchaser's cost for the purpose of the Agreement and the same shall remain the property of the Purchaser and must be returned to the Purchaser on demand free of charge.

15. FORCE MAJEURE

- 15.1 The Purchaser shall not be liable to the Supplier for failure to accept delivery of the Goods or Services resulting from any cause beyond the Purchaser's reasonable control including but not limited to fire, explosion, accident, strike or lockout.
- 15.2 If the Supplier fails to perform any part of the Agreement by reason of any event or cause specified in the preceding sub-clause the Purchaser may at its discretion suspend or cancel the delivery of the Goods and/or the performance of the Services without any liability to the Supplier for payment.

16. TERMINATION

- 16.1 Either party may terminate the Agreement immediately if:
 - 16.1.1 there is a material breach by the other which is not remedied within 30 days of being given notice to do so to the satisfaction of the other; or
 - 16.1.2 if the other is repeatedly in breach and having been given notice that any further breach might result in termination, is in breach again; or
 - 16.1.3 if an interim order is applied for or made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented or a bankruptcy order is made against the other, or if a receiver or trustee in bankruptcy is appointed, or a voluntary arrangement is proposed or approved or an administration order is made, or a receiver or administrative receiver is appointed of any of the other's assets or undertaking or a winding up resolution or petition is passed or presented (otherwise than for the purposes of reconstruction or amalgamation), or if any circumstances arise which entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding up petition or make a winding up order or if the other takes or so offers any similar or analogous action on account of debt.
- 16.2 The Purchaser may terminate the Agreement with immediate effect by giving written notice to the Supplier if:
 - 16.2.1 any agreement in place between the Purchaser and one of its customers that has a requirement for the Goods and/or Services under this Agreement (an "Anchor Customer") is terminated for any reason;
 - 16.2.2 the Supplier acts in any way that may be detrimental to the reputation of the Purchaser or the

- Purchaser's customer;
- 16.2.3 there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010);
 - 16.2.4 following an independent cost benchmarking exercise of the Supplier's charges for the Goods and/or Services (the "Charges"), the Charges are higher than the lesser of the mean or average sample of charges from third party suppliers of Goods and/or Services that are substantially similar in nature (the "Comparison Charges") and the Supplier does not agree to reduce the Charges to a level at or below the Comparison Charges;
 - 16.2.5 the Supplier commits any breach of this Agreement or commits any act or omission which results in the Purchaser incurring a liability to an Anchor Customer and the Supplier does not reimburse the Purchaser the amount of such liability;
 - 16.2.6 the Supplier's financial position deteriorates to such an extent that, in the Purchaser's sole discretion, the Supplier's capability to adequately fulfil its obligations under the Agreement has been materially impacted;
 - 16.2.7 the Supplier breaches any of the Supplier's warranties; or
 - 16.2.8 the Supplier is in breach of any of clause 10, 18 or clause 19 or clause 20.
- 16.3 Without affecting any other right or remedy available to it, the Purchaser may terminate this Agreement on giving no less than three (3) months written notice to the Supplier.
- 16.4 On termination or expiry of this Agreement or an Order, each party shall promptly:
- (a) return to the other party all equipment, materials and property belonging to the other party;
 - (b) return to the other party or (at the other party's option) destroy all documents and materials containing the other party's confidential information; and
 - (c) to the extent reasonably possible, erase the other party's confidential information from its systems.
- 16.5 Upon termination of this Agreement or an Order for any reason, the Supplier shall:
- (a) make available to the Purchaser free of charge all information and documentation required to facilitate the handover of Services to the Purchaser or a replacement supplier; and
 - (b) make available to the Purchaser such of the Supplier's personnel as the Purchaser may reasonably require to ensure a satisfactory handover (for which the parties will agree charges if appropriate).

17. THIRD PARTY RIGHTS

A person who is not a party to the Order has no rights under the Contracts (Rights of Third Parties) Act 1999, provided that any Anchor Customers shall be entitled to the benefit of and to enforce the provisions of this Agreement and any transferee employer shall be entitled to the benefit of and to enforce the provisions of clause 17.

18. PERSONNEL

- 18.1 The Supplier shall ensure that all personnel involved in the provision of the Services have suitable skills and experience to enable them to perform the tasks assigned to them, and that such personnel are in sufficient number to enable the Supplier to fulfil its obligations under this Agreement.
- 18.2 It is not intended that any contract of employment with any person who is, or alleges he is, employed, engaged or seconded by the Supplier or by any third party to perform the Services (together, the "Employees") shall have effect at any time (including upon the expiry or termination (or part thereof) of the Agreement) as if originally made between the Purchaser (or any of its other suppliers or Anchor Customer), each a "Transferee Employer", and such Employee and the Supplier shall arrange its employee resource in such a manner so as to ensure that the Transfer Regulations shall not apply at any time as a result of entering into this Agreement, during this Agreement or upon the expiry or termination of the Agreement so as to effect a transfer of Employees to a Transferee Employer..
- 18.3 If any contract of employment in respect of any such Employees shall have such effect pursuant to the Transfer Regulations or otherwise then, without prejudice to any other rights or remedies which the Transferee Employer may have,
- 18.3.1 The Transferee Employer shall be entitled to terminate such contract of employment; and
 - 18.3.2 The Supplier shall fully indemnify the Transferee Employer from and against any and all costs, Liabilities, claims, awards, penalties, emolument, salaries, benefits or other entitlements to or in relation to any such Employees that the Transferee Employer may suffer, incur or pay as a

result of succeeding to the Supplier or to any third party, pursuant to the Transfer Regulations, or otherwise in relation to the contracts of employment of such Employees (including any dismissal or alleged dismissal of such person by the Purchaser or its other supplier (as applicable)) whether relating to before or after the relevant transfer under the Transfer Regulations.

19. DATA PROTECTION

- 19.1 The Supplier will comply with all applicable requirements of the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time ("Data Protection Legislation"). This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 19.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Purchaser is the data controller and the Supplier is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 19.3 Without prejudice to the generality of clause 18.1, the Supplier shall, in relation to any Personal Data (as defined in the Data Protection Legislation) processed in connection with the performance by the Purchaser of its obligations under this Agreement:
 - 19.3.1 process that Personal Data only on the written instructions of the Purchaser unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data ("Applicable Laws"). Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Purchaser of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Purchaser;
 - 19.3.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Purchaser, 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);
 - 19.3.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - 19.3.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Purchaser has been obtained and the following conditions are fulfilled:
 - 19.3.4.1 the Purchaser or the Supplier has provided appropriate safeguards in relation to the transfer;
 - 19.3.4.2 the data subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
 - 19.3.4.3 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
 - 19.3.4.4 the Supplier complies with reasonable instructions notified to it in advance by the Purchaser with respect to the processing of the Personal Data;
 - 19.3.5 notify the Purchaser in writing within five days if the Supplier receives a request from a Data Subject, then 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;
 - 19.3.6 notify the Purchaser without undue delay (and in any event, within 24 hours) on becoming aware of a Personal Data breach;
 - 19.3.7 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 Law to store the Personal Data; and

19.3.8 maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Purchaser or the Purchaser's designated auditor.

19.4 The Purchaser does not consent to the Supplier appointing any third party processor of Personal Data under this agreement. In the event the Supplier does appoint any third party processors in breach of this clause, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it.

19.5 The Purchaser may, at any time on not less than 30 days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

20. MODERN SLAVERY

20.1 In performing its obligations under the Agreement, the Supplier shall:

20.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations, codes and Code of Business Ethics from time to time in force including but not limited to the Modern Slavery Act 2015, US Uyghur Forced Labor Prevention Act 2021, UK Modern Slavery Act 2015 and the French Law No. 2017-399 of 27 March 2017 on the corporate duty of vigilance for parent and instructing companies;

20.1.2 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

20.1.3 require that each of its subcontractors and suppliers shall comply with Code of Business Ethics and with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

21. ANTI-BRIBERY

21.1 In performing its obligations under the Agreement, the Supplier shall:

21.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010, the US Foreign Corrupt Practices Act, and the French Law No. 2016-1691, "Sapin II" ("Relevant Requirements");

21.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK, or make any act or omission which would cause the Purchaser to be in breach of the Relevant Requirements;

21.1.3 have and shall maintain in place throughout the term of this Agreement its own policies and procedures including, but not limited to, adequate procedures under the Relevant Requirements, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;

21.1.4 promptly report to the Purchaser any actual or suspected request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement; and

21.1.5 immediately notify the Purchaser (in writing) if a foreign public official becomes an officer or employee of the Supplier and the Supplier warrants that it has no foreign public officials as officers or employees at the date of this Agreement, or if it knows or suspects it is in breach of the Relevant Requirements.

21.2 The Supplier shall ensure that any person associated with the Supplier who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Clause 20 ("Relevant Terms"). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Purchaser for any breach by such persons of any of the Relevant Terms.

21.3 If requested, provide the Purchaser with any reasonable assistance, at the Customer's reasonable cost, to enable the Customer to perform any activity required by any relevant government or agency in any

relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements.

- 21.4 The Supplier shall indemnify the Purchaser against any losses, Liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Purchaser as a result of any breach of the Relevant Terms by the Supplier.

22. GENERAL

- 22.1 The Purchaser shall not be bound by the Supplier's general terms of sale, which are deemed invalid.
- 22.2 Failure by the Purchaser to exercise or enforce any right conferred by the Order shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.
- 22.3 This Agreement and each Order is personal to the Supplier and the Supplier shall not assign or transfer (or purport to assign or transfer) to any other person any of its rights or sub-contract any of its obligations thereunder without the prior written consent of the Purchaser. If the Purchaser consents to any such assignment, transfer or sub-contractor, the Supplier shall remain responsible to the Purchaser for the due and proper performance of the Agreement by such assignee, transferee or sub-contractor
- 22.4 A notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to that party at its registered office or principal place of business or such other address as may at the relevant time have been notified under this provision to the party giving the notice.
- 22.5 The Supplier shall observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Purchaser's premises from time to time. The Purchaser reserves the right to refuse any of the Supplier's personnel access to the Purchaser's premises.
- 22.6 The Supplier shall not, during this Agreement and for six (6) months after its termination, solicit or entice away any employee of the Purchaser who is involved in the provision or receipt of the Goods or Services. This does not prevent recruitment through bona fide general advertising or campaigns.
- 22.7 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected. Any reference to laws or regulations includes any amendment, re-enactment, or replacement laws which deal with the same subject matter from time to time.
- 22.8 If a dispute arises, either party may give written notice and the parties shall try in good faith to resolve it. If not resolved within thirty (30) days, the parties shall attempt mediation under the CEDR Model Mediation Procedure, with mediation starting within fourteen (14) days of an ADR notice. If the dispute is not resolved within thirty (30) days of the ADR notice, or if either party does not participate, it shall finally be resolved by the courts. Mediation does not prevent either party from starting or continuing court proceedings.
- 22.9 This Agreement shall be governed and construed and interpreted in accordance with English law. The parties hereby agree to submit to the exclusive jurisdiction of the English Courts in respect of any dispute arising out of or in connection herewith.