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

1. **Definitions and Interpretation**

1.1 In these Conditions, the following definitions apply:

Bribery Legislation: the Bribery Act 2010 and any and all similar anti-bribery and/or anti-corruption legislation of any jurisdiction applicable from time to time to the Supplier, the Customer, these Conditions and the Contract and/or its subject matter (including, the U.S. Foreign Corrupt Practices Act of 1977).

Business Day: a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales.

Change of Control: that a person who had Controlled any person ceases to do so or another person acquires Control of such person, unless such Change of Control happens for the purpose of a solvent voluntary reconstruction or amalgamation.

Code: the Customer's Code of Business Conduct as updated from time to time and which is available at www.hsgroup.com

Commencement Date: has the meaning set out in clause 2.2.

Compliance Regulations: together, the Bribery Legislation, the Code, the Customer's Modern Slavery Policy and the Modern Slavery Policy Laws and all applicable laws, regulations and guidance of the United Kingdom and any other applicable local law or regulation, including import and export laws, restrictions, sanctions, national security controls, anti-slavery and human trafficking legislation and anti-corruption legislation.

Conditions: these terms and conditions as amended from time to time in accordance with clause 19.8.

Conflict Minerals: tin, tungsten, tantalum and gold and their ores sourced in conditions of armed conflict and/or human rights abuses, whether in the eastern Democratic Republic of Congo or an adjoining country or otherwise.

Contract: the contract between the Customer and the Supplier for the purchase of Goods and/or Services pursuant to an Order and formed in accordance with clause 2.2.

Control: that a person possesses, directly or indirectly, the power to direct or cause the direction of the affairs and policies of the other person (whether through ownership or share capital, possession of voting power, ability to appoint directors, contract or otherwise) and **"Controls"** and **"Controlled"** shall be interpreted accordingly**.**

Customer: Premier Galvanizing Limited

Customer Materials: has the meaning set out in clause 5.3(j).

Customer's Modern Slavery Policy: the Anti-Slavery and Human Trafficking Policy of the Customer and/or its parent or holding company, as updated by the Customer and notified to the Supplier from time to time (a copy of which will be made available to the Supplier on request).

Data Protection Laws: means any applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either party or the Services, including:

(a) the GDPR;
(b) the Data Protection Act 2018;
(c) any laws which implement any such laws;
(d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and
(e) all guidance, guidelines, codes of practice and codes of conduct issued by any relevant Data Protection Supervisory Authority relating to such Data Protection Laws (in each case whether or not legally binding).

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Employment Liabilities: any costs, claims, demands, fines, or expenses (including reasonable legal and other professional expenses) and all losses, damages, compensation and other liabilities including those incurred by or attributed to any New Supplier or sub-contractor of the Customer (which shall include any incurred as a result of an indemnity or warranty given, or to be given, by the Customer to a New Supplier or sub-contractor).

GDPR: means the General Data Protection Regulation, Regulation (EU) 2016/679.

Goods: the goods (or any part of them) set out in the Order which the Supplier is to provide to the Customer in accordance with these Conditions.

Goods Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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.

Modern Slavery Laws: the Modern Slavery Act 2015 and all other applicable laws which relate to slavery, indentured workforces and human trafficking.

Modern Slavery Policy: an internal policy to ensure compliance with the Modern Slavery Laws, which shall include provision of appropriate and regular training for any Supplier Related Party.

MSA Offence: an offence under the Modern Slavery Laws.

New Supplier: any person that provides services in replacement of any of the Services whether those services are the same as or similar to any or all of the Services.

Order: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form, or such other form as the Customer may determine from time to time.

Services: the services, including without limitation any Deliverables, to be provided by the Supplier to the Customer under the Contract as set out in the Service Specification.

Service Specification: the description or specification for Services agreed in writing by the Customer and the Supplier.

Supplier: the person or firm from whom the Customer purchases the Goods and/or Services.

Supplier Related Party: the Supplier's officers, employees and agents and all other persons employed or engaged by the Supplier, including its own suppliers, in connection with the Contract or any part of it and/or any associate of such person.

Transfer Regulations: the Transfer of Undertakings (Protection of Employment) Regulations 2006.

1.2 In these Conditions, the following rules of interpretation apply:

(a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
(b) a reference to a party includes its personal representatives, successors or permitted assigns;
(c) references to any legislation or legislative provision will include any subordinate legislation made under it and will be construed as references to such legislation, legislative provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
(d) any phrase introduced by the 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;
(e) a reference to **writing** or **written** includes e-mail but not other methods of electronic messaging; and
(f) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders and words expressed in the singular shall include the plural and vice versa.

2. **Basis of Contract**

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

2.2 The Order shall be deemed to be accepted on the earlier of:

(a) the Supplier issuing written acceptance of the Order; or
(b) any act by the Supplier consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 An Order may be withdrawn or amended by the Customer at any time before acceptance by the Supplier. If the Supplier is unable to accept an Order, it shall notify the Customer promptly.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate at any time including in accordance with clause 2.2(a) above, or which are implied by trade, custom, practice or course of dealing.

2.5 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

3. **Supply of Goods**

3.1 The Supplier shall ensure that, in addition to conforming in all respects to the relevant provisions of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 and with all other statutory and legal requirements the Goods shall:

(a) correspond with their description and any applicable Goods Specification and all samples provided or given by the Supplier to the Customer, and all written descriptions published by the Supplier (whether specifically for the Customer or generally) in respect of the Goods;
(b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgment;
(c) where applicable, be free from defects in design, materials and workmanship and remain so for 12 months after delivery;
(d) not infringe the privacy rights or Intellectual Property Rights of any third party; and
(e) comply with all applicable laws, rules, statutes, regulations, bye-laws and codes of practice, including in relation to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2 The Supplier shall ensure that at all times it has and maintains all the licences (including import and export licences), permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

3.3 The Customer shall have the right to inspect and test the Goods at any time before delivery.

3.4 If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.5 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

3.6 Any acceptance of defective Goods or any payment made in respect thereof, shall not constitute a waiver of any of the Customer's rights and remedies, including those set out at clause 7.

4. **Delivery of Goods**

4.1 The Supplier shall ensure that:

(a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
(b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
(c) if the Supplier requires the Customer to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the risk and cost of the Supplier.

4.2 The Supplier shall deliver the Goods:

(a) on the date specified in the Order or, if no such date is specified, then within three (3) days of the date of the Order;
(b) to the Customer's premises at the address set out in the Order or as instructed by the Customer before delivery (**Delivery Location**);
(c) during the Customer's normal hours of business on a Business Day, or as instructed by the Customer.

Time of delivery of the Goods is of the essence of the Contract.

4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

4.4 If the Supplier:

(a) delivers less than ninety per cent (90%) of the quantity of Goods ordered, the Customer may reject the Goods; or
(b) delivers more than one hundred per cent (100%) of the quantity of Goods ordered, the Customer may at its sole discretion reject the Goods or the excess Goods and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered and the Customer accepts the delivery, a pro rata adjustment shall be made to the price for such Goods.

4.5 The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in clauses 7.1 and/or 7.2 below.

4.6 Risk in the Goods shall pass to the Customer on delivery and when the Customer has accepted the Goods as conforming in every respect with the Contract.

4.7 Title to the Goods shall pass to the Customer on the sooner of: (a) payment by the Customer for the Goods; or (b) delivery of the Goods to the Customer.

5. **Supply of Services**

5.1 If the Contract is for or includes Services to be performed by the Supplier then the Supplier shall, from the Commencement Date and for the duration of the Contract, provide the Services to the Customer in accordance with the terms of the Contract.

5.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Customer and time of performance of the Services is of the essence of the Contract.

5.3 In providing the Services, the Supplier warrants and undertakes that it shall:

(a) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
(b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
(c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
(d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer;
(e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
(f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
(g) obtain and at all times maintain all necessary licences and consents, and comply with all (and not do or omit to do anything which may cause the Customer to breach any) applicable laws, statutes, regulations, bye-laws, licences and codes of practice;
(h) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises and use best endeavours to cause minimum disruption to the Customer;
(i) immediately advise the Customer with as much notice as possible if it becomes aware of any circumstances that may cause delay, disruption or failure to perform the Services and the Supplier shall use all reasonable endeavours to mitigate against such problems;
(j) hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier (**Customer Materials**) in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation; and
(k) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services.

6. **Compliance**

6.1 In the performance of all of its obligations under these Conditions and the Contract the Supplier shall comply with this clause 6 at all times.

6.2 The Supplier represents, warrants and undertakes to the Customer that the Supplier will, and it will procure each Supplier Related Party will:

(a) comply fully with the Compliance Regulations;
(b) not breach or cause the Customer to breach or commit an offence under the Compliance Regulations
(c) maintain, monitor and enforce its own policies including a Modern Slavery Policy, that contains adequate procedures to prevent the Supplier and any Supplier Related Party from committing an offence under any of the Compliance Regulations;
(d) immediately notify the Customer if it discovers or suspects that it or any Supplier Related Party has or is likely to breach or commit an offence under any of the Compliance Regulations and take such remedial action as the Customer shall reasonably direct;
(e) maintain full and accurate records to enable the Customer to verify the Supplier's compliance with this clause 6;
(f) sign an Anti-Corruption Certification substantially in the format set out in Schedule 1, as amended from time to time by the Customer, at least once in every 12 month period of the Contract;
(g) not use and will ensure that its supply chain does not use any Conflict Minerals in its manufacturing or contract manufacturing activities or in the provision of the Goods and Services; and
(h) promptly co-operate with the Customer and/or any regulator and/or prosecutor in any investigation relating to any breach, or alleged breach, of any Compliance Regulation by the Supplier or any of its Supplier Related Parties.

6.3 The Supplier represents, warrants and undertakes to the Customer that neither the Supplier nor any of its shareholders, subsidiaries, or affiliates nor any of its or their directors, officers, agents or employees has been subject to any investigation by any government agency with regard to any breach of the Compliance Regulations.

6.4 Without prejudice to clause 19.1(b), the Supplier shall ensure that any contract it enters into with a Supplier Related Party contains the same provisions as set out in this clause 6.

6.5 The Supplier shall carry out an annual audit to monitor its compliance with the Compliance Regulations and provide a copy of the audit report to the Customer which shall include details of the steps taken by the Supplier to ensure compliance with the Compliance Regulations. The Supplier shall also provide a copy of its latest annual transparency statement (as required by section 54 of the Modern Slavery Act 2015) to the Customer promptly after it is published.

6.6 The Customer will have the right to inspect (at the Customer's cost and upon reasonable notice) any site, records and files of the Supplier relating to the Contract (or any other business transaction with the Customer or any member of the Hill & Smith PLC group of companies) and the Supplier will provide the Customer will all access reasonably required by the Customer.

6.7 The Supplier shall, at its own cost, perform any appropriate remediation actions required by the Customer or any regulator to address any issues or failures whether identified by an audit or inspection carried out pursuant to clauses 6.5 or 6.6 or otherwise, and within such timescales as are reasonably required by the Customer.

6.8 If the Supplier fails to comply with this clause 6, the Customer shall be entitled, in its sole discretion, to terminate the Contract and any other contracts between the Supplier and Customer without liability to the Customer but with obligations for the Supplier to remedy any damages suffered by the Customer as a result of such termination or breach of Contract. Any termination pursuant to this clause 6.8 will be without prejudice to any right and/or remedy, that has already accrued, or may subsequently accrue, to the Customer.

6.9 The Supplier shall:

(a) be responsible for any and all customs, duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation, exportation and delivery of the Goods and Services and any associated technology; and

(b) not supply, and warrants that it has not supplied, Goods or Services and their associated technologies directly or indirectly to any person, entity or into any territory which is embargoed, prohibited, debarred or otherwise the subject of sanctions from the United Kingdom, the European Union, the United States of America or the territory in which the Supplier is located.

6.10 In addition to all other remedies available to the Customer, the Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including any indirect, special or consequential losses or damages, and any direct or indirect loss of profit, loss of revenue, loss of business, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with a breach of any of the provisions of this clause 6.

6.11 For the avoidance of doubt, this clause 6 shall survive termination or expiry of the Contract, howsoever arising.

7. **Customer Remedies**

7.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, the Customer shall, without limiting its other rights or remedies, have one or more of the following rights:

(a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
(b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make without any liability of the Customer to the Supplier;
(c) to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party;
(d) where the Customer has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and
(e) to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.

7.2 If the Goods are not delivered by the applicable date, the Customer may, at its option, claim or deduct five per cent (5%) of the price of the Goods for each week's delay in delivery by way of liquidated damages, up to a maximum of twenty per cent (20%) of the total price of the Goods (**Cap**). If the Customer exercises its rights under this clause 7.2 and the Cap is reached, but the Goods have not been delivered in full, the Customer it shall be entitled to any of the remedies set out in clause 7.1 in respect of the Goods' late delivery.

7.3 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1 and/or performed Services that do not comply with the undertakings set out in clause 5.3, then, without limiting its other rights or remedies, the Customer shall have one or more of the following rights, whether or not it has accepted the Goods or Services:

(a) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
(b) to terminate the Contract with immediate effect by giving written notice to the Supplier;
(c) to require the Supplier at its sole cost to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
(d) to require the Supplier at its sole cost to re-execute the Services in accordance with the Contract, or to provide a full refund of the price of the rejected Services;
(e) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
(f) to refuse to make payment of the price of the Goods or Services;
(g) to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods and/or services from a third party; and
(h) to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to supply Goods in accordance with clause 3.1 and/or Services in accordance with clause 5.3.

7.4 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

7.5 If the Customer exercises any right under these Conditions the Customer may at its absolute discretion require the Supplier to collect the relevant Goods forthwith or return the Goods to the Supplier at the Supplier's risk and cost.

7.6 The Customer's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

8. **Customer's Obligations**

8.1 The Customer shall:

(a) provide the Supplier with reasonable access at reasonable times to the Customer's premises for the purpose of providing the Services in accordance with the Contract; and
(b) provide such information as the Supplier may reasonably request for the provision of the Services and the Customer considers reasonably necessary for the purpose of providing the Services in accordance with the Contract.

9. **Charges and Payment**

9.1 The price for the Goods:

(a) shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date;
(b) shall be payable in the currency stated on the Order or, where no currency is stated, in pounds sterling; and
(c) shall be inclusive of all costs and expenses incurred by the Supplier, including the costs of packaging, labelling, loading, unloading, insurance, delivery, freight and carriage of the Goods, unless otherwise agreed in writing by the Customer. No extra charges shall be effective unless agreed in writing and signed by the Customer.

9.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the charges for the Services shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

9.3 In respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer on completion of performance of the Services. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant purchase order number.

9.4 In consideration of the supply of Goods and/or Services by the Supplier, the Customer shall pay the invoiced amounts within thirty (30) days of the end of the month in which a correctly rendered invoice is provided by the Supplier to the Customer. Time of payment is not of the essence.

9.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

9.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2% above the base rate of the Bank of England. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments that the defaulting party disputes in good faith. The parties agree that this clause 9.6 is a substantial remedy for late payment of any sum payable under the Contract, for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

9.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.

9.8 The Supplier agrees that:

(a) if at any time the Supplier sells any Goods and/or Services to a comparable customer for less than the fees then in force for Goods and/or Services, the Supplier shall reduce the relevant fees to match the lower price for so long as the lower price is available and refund to the Customer the difference between the fees and the lower price in respect of the Customer's purchases of the Goods and/or Services after the Supplier began charging the lower price. For these purposes, "comparable" means a customer that purchases goods and/or services in substantially similar volumes as the Customer on broadly similar terms and conditions; and
(b) the Customer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase that the Supplier customarily grants.

(c) The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract or otherwise.

10. **Intellectual Property Rights**

10.1 In respect of the Goods and any goods that are transferred to the Customer as part of the Services under this Contract, including the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Customer, it will have full and unrestricted rights to sell and transfer all such items to the Customer.

10.2 The Supplier assigns to the Customer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.

10.3 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

10.4 The Supplier shall, promptly at the Customer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Customer may from time to time require for the purpose of securing for the Customer the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Customer in accordance with clause 10.2 above.

10.5 All Customer Materials are the exclusive property of the Customer.

10.6 Any background Intellectual Property Rights subsisting in any information provided by the Customer to the Supplier including in the Customer Materials shall remain vested in the Customer and the Customer shall grant to the Supplier a non-exclusive, worldwide, royalty free, revocable licence to use such background Intellectual Property Rights solely for the period of the Contract for the purposes of the Contract. Such licence shall be non-transferable, non-assignable and non-sublicensable except to the extent that the Customer gives its express prior written consent (which may be provided or withheld or conditional, in the Customer's absolute discretion). Any foreground Intellectual Property Rights generated by the Supplier in the performance of its obligations under the Contract or in respect of these Conditions shall vest in the Customer absolutely and the Supplier shall have no interest right or title in respect of the same and shall assign the same in accordance with clause 10.2 above.

11. **Indemnity**

11.1 The Supplier shall keep the Customer indemnified against all liabilities, costs, expenses, damages and losses (including any indirect, special or consequential losses and any direct or indirect loss of profit, loss of revenue, loss of business, loss of anticipated savings, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered incurred by the Customer as a result of or in connection with:

(a) any claim made against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Deliverables and/or the Services;
(b) any claim made against the Customer by a third party for death, personal injury or loss or damage to property arising out of, or in connection with, defects in Goods and/or Deliverables, to the extent that the defects in the Goods and/or Deliverables;
(c) any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors or any Supplier Related Party; and
(d) any breach of clauses 6 and 14.

11.2 This clause 11 shall survive termination of the Contract.

12. **Insurance**

During the term of the Contract and for a period of six (6) years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract each in the amount which is the higher of:

(a) the insurance amount(s) specified in the Contract; or
(b) in respect of the provision of the Services, cover in the amount of £1,000,000 (One Million Pounds) per event and £3,000,000 (Three Million Pounds) in aggregate and in respect of the manufacture and supply of Goods, cover in the amount of £1,000,000 (One Million Pounds) per event and £5,000,000 (Five Million Pounds) in the aggregate,

and shall, at the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each of the requisite insurances.

13. **Confidentiality**

13.1 A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

13.2 This clause 13 shall survive termination of the Contract.

14. **Processing of Personal Data**

14.1 In this clause 14, the terms "**Controller**", "**Data Subject**", "**Personal Data**", "**Processing**" and "**Processor**" shall have the meanings given to them in Data Protection Laws, and "**Process**" and "**Processed**" shall be construed accordingly.

14.2 Unless otherwise expressly stated in this Contract:

(a) the Supplier's obligations and the Customer's rights and remedies under this clause 14 are cumulative with, and additional to, any other provisions of this Contract; and
(b) this clause 14 shall prevail over any other provision of this Contract in the event of any conflict.

14.3 The Customer and the Supplier shall each Process Personal Data in order to perform their respective obligations under the Contract (the "**Common Data**").

14.4 The Customer and the Supplier acknowledge that the factual arrangement between them dictates the role of each party in respect of the Data Protection Laws. Notwithstanding the foregoing, both parties anticipate that, for the purposes of the Contract, in most instances, the Customer and the Supplier shall each be a Controller of the Common Data in common with the other.

14.5 In respect of the Common Data, the Customer and the Supplier shall each:

(a) comply with their respective obligations under the Data Protection Laws;
(b) use all reasonable efforts to assist the other to comply with such obligations as are respectively imposed on them by the Data Protection Laws; and
(c) ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable the other party to Process the Common Data as required in order to obtain the benefit of its rights, and to fulfil its obligations, under the Contract in accordance with the Data Protection Laws.

14.6 In respect of the Common Data the Supplier shall at all times implement and maintain appropriate technical and organisational measures to protect Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access. Such technical and organisational measures shall be at least equivalent to the technical and organisational measures used by the Customer and shall reflect the nature of the Personal Data.

14.7 The Supplier shall (at no cost to the Customer) record and refer all requests and communications received from Data Subjects or any supervisory authority to the Customer which relate (or which may relate) to any Common Data promptly (and in any event within three days of receipt) and shall not respond to any without the Customer's express written approval and strictly in accordance with the Customer's instructions unless and to the extent required by law.

14.8 The Supplier shall indemnify and keep indemnified the Customer against:

(a) all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, sanctions, expenses, compensation paid to Data Subjects (including compensation to protect goodwill and ex gratia payments), demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Supplier of its obligations under this clause 14; and
(b) all amounts paid or payable by the Customer to a third party which would not have been paid or payable if the Supplier's breach of this clause 14 had not occurred.

14.9 This clause 14 shall survive termination or expiry of this Contract for any reason.

14.10 The Supplier shall perform all its obligations under this clause 14 at no cost to the Customer.

15. **Termination**

15.1 Without limiting its other rights or remedies, the Customer may terminate the Contract in whole or in part:

(a) in respect of the supply of Services, by giving the Supplier one (1) months' written notice; and
(b) in respect of the supply of Goods, in whole or in part at any time before delivery with immediate effect by giving written notice to the Supplier, whereupon the Supplier shall discontinue all work on the Contract. The Customer shall pay the Supplier fair and reasonable compensation for any work in progress to the extent that the same cannot be redeployed or otherwise mitigated in respect of the Goods at the time of termination, but such compensation shall not include loss of anticipated profits (whether direct or indirect) or any consequential loss, special loss or indirect loss or damage whatsoever.

15.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract by giving the Customer three (3) months' written notice.

15.3 In any of the circumstances in these Conditions 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.

15.4 Without limiting its other rights or remedies, the Customer may terminate the Contract in whole or in part with immediate effect by giving written notice to the Supplier if:

(a) the Supplier commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of receipt of notice in writing to do so. For the avoidance of doubt a breach of clause 6 of these Conditions shall constitute a material breach for the purposes of this clause;
(b) the Supplier repeatedly or persistently breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
(c) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or has having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
(d) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
(e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
(f) the Supplier (being an individual) is the subject of a bankruptcy petition or order;
(g) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;
(h) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company);
(i) the holder of a floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
(j) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
(k) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.4((c) to clause 15.4((j)(inclusive);
(l) the Supplier suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business;
(m) the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
(n) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation; or
(o) the Supplier undergoes a Change of Control.

15.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued prior to and as at the date of termination.

15.6 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

16. **Consequences of Termination**

On termination of the Contract for any reason, the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials to the Customer, to the extent that the same are not stored in backup IT systems where Supplier shall not be required to have to retrieve the same. Where the Supplier fails to deliver all Deliverables and Customer Materials to the Customer, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

17. **Transfer Regulations**

17.1 It is the parties' intention that neither the commencement nor the termination of the Contract or of any of the Services will give rise to a relevant transfer pursuant to the Transfer Regulations.

17.2 In addition to any other remedy available to the Customer, the Supplier shall indemnify, defend and hold harmless the Customer, the Customer's group companies and any New Supplier and their respective directors, officers and employees in full and on demand (with no duty to mitigate their

loss), from and against any and all Employment Liabilities howsoever arising whether wholly or in part arising directly or indirectly or foreseeable or not, which are or which may be incurred, suffered or paid by the Customer, any of the Customer's group companies or any New Supplier in relation to any individual who claims that their employment or liabilities in connection with their employment transfer to the Customer, any of the Customer's group companies or a New Supplier under the Transfer Regulations, including any Employment Liabilities relating to the termination of employment of any such individual.

18. **Force Majeure**

18.1 Subject to clause 18.2, neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it to the extent such a delay or failure result from events, circumstances or causes beyond its reasonable control including flood, drought, earthquake or other natural disaster; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations; nuclear, chemical, biological contamination or sonic boom, epidemic or pandemic; any law or any action taken by a Government or a public authority including imposing an export or import restriction, quota or prohibition, and the collapse of buildings, fire, explosion or accident ("**Force Majeure Event**").

18.2 Clause 18.1 will not apply to the Supplier if: (a) the occurrence of the Force Majeure Event could reasonably have been foreseen by the Supplier at the time of execution of the Contract; and/or (b) the effects of the Force Majeure Event could reasonably have been avoided or overcome by the Supplier.

18.3 The Supplier shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

18.4 If a Force Majeure Event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than thirty (30) days, the Customer may terminate the Contract immediately by giving written notice to the Supplier.

19. **General**

19.1 **Assignment and Other Dealings**

(a) The Customer may at any time assign, transfer, mortgage, charge, subcontract, hold on trust for any person or deal in any other manner with all or any of its rights or obligations under the Contract.

(b) The Supplier may not assign, transfer, mortgage, charge, subcontract, 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.

19.2 **Notices**

(a) Any notice required to be given to a party under or in connection with the Contract shall be in writing and:

(i) sent to the relevant party's address by pre-paid first class post or mail delivery service providing proof of delivery;

(ii) delivered to or left at that party's address; or

(iii) sent by e-mail to that party's email address.

The address for the service of notices will be the receiving party's registered office (if a company) or (in any other case) its principal place of business and, in the case of email, such email address as confirmed by each party from time to time to be used for the receipt of notices under the Contract.

(b) Any notice given in accordance with clause (a) will be deemed to have been served if given:

(i) by first class post or mail delivery service, in each case as set out in clause 19.2(a)(i), at 9.00 a.m. on the second Business Day after the date of posting;

(ii) as set out in clause 19.2(ii), at the time the notice is delivered to or left at that party's address; and

(iii) as set out in clause 19.2(a)(iii), at the time of sending the e-mail;

provided that if a notice is deemed to be served before 9.00am on a Business Day it will be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00pm on a Business Day it will be deemed to be served at 9.00am on the immediately following Business Day.

(c) If a notice is given by e-mail the title to the e-mail will begin with the words "Service of Notice" and a copy of the notice will be sent to the receiving party's address (in accordance with clause 19.2(a) by pre-paid first class post or mail delivery service providing proof of delivery within 24 hours after sending the e-mail. The requirements set out in this clause 19.2(c) are not conditions to valid service of the relevant notice by e-mail.

19.3 **Severance**

If any provision or part-provision of the Contract is found by any court or body or authority of competent jurisdiction to be, or becomes invalid, void, 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.

19.4 **Waiver**

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.

19.5 **No Partnership or Agency**

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.

19.6 **No Relationship of Employer and Employee**

Nothing in the Contract is intended to, or shall be deemed to, establish any relationship of employer and employee between the parties.

19.7 **Third Parties**

(a) Subject to cause 19.7((b), a person who is not a party to the Contract shall not have any rights to enforce its terms as though it were a party to it and the provisions of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded to the fullest extent permitted by law.

(b) The Customer and any member of its group may enforce the provisions of the Contract subject to and in accordance with clause 19.7((c).

(c) The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any person that is not a party to the Contract.

19.8 **Variation**

Except as set out in these Conditions, 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 both parties.

19.9 **Governing Law**

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (whether contractual or non-contractual in nature, such as claims in tort, from breach of statute or regulation or otherwise), shall be governed by, and construed in accordance with the law of England and Wales.

19.10 **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or these Conditions or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

ANNUAL COMPLIANCE CERTIFICATION

Supplier Annual Certification of Compliance with Hill & Smith PLC Code of Business Conduct, as updated by the Customer from time to time (together, the "Code")

The following certification should be signed off annually to ensure that you remain compliant with the Code.

I……. hereby certify that:

I will fulfil all of the requirements of clause 6 of the Conditions of the Contract.

I have reviewed, understand and will comply with the Code, which I have reviewed on the Hill and Smith PLC website.

I understand the prohibitions in the Code against:

- corruptly making, offering to make, agreeing to make, or authorizing any payment, loan, donation or gift of money or anything else of value, directly or indirectly, on behalf of the Customer or any Customer affiliate to or for the benefit of any "Public Official," which includes: (i) any officer or employee, whether paid or unpaid, of a government, or any department or agency thereof; a state-owned or controlled enterprise; or a public international organization; (ii) members of royal families; (iii) any political party or party official or candidate for public or political party office; or (iv) any person acting in an official capacity on behalf of any of the foregoing, whether paid or unpaid;
- maintaining a supply chain or any part of the Supplier's business that practices slavery and/or human trafficking; and
- using Conflict Minerals in any manufacturing or contract manufacturing activities or in the provision of the Goods or Services.

I am not aware of any violations of the Code.

I confirm that the information I have provided to the Customer in respect of any and all anti-bribery and corruption, Conflict Minerals and modern slavery matters, updates, policies, any questions the Customer has asked and any matters related to the Code remains true and accurate to the best of my knowledge and belief.

I confirm that I will immediately advise the Customer of any suspected or actual violation of the Code or any matters which could constitute breaches or violations of any laws and regulations to which I am subject in the performance of my obligations under this Contract, of which I become aware at any time.

Name:

Title:

Signature:

Date: