SUBMARINE MANUFACTURING & PRODUCTS LTD

Unit 1 Skyways, Blackpool Business Park, Amy Johnson Way, Blackpool FY4 3RS

www.smp-ltd.co.uk • +44 (0)1772 687775

These Terms and Conditions apply to all Contracts for Purchase of Goods or Services entered into by Submarine Manufacturing & Products Ltd ("SMP")

1. **Definitions**

In these Terms and Conditions:

"**Company**" means Submarine Manufacturing & Products Ltd, or any of its subsidiaries or related companies.

"**Company's Address**" means Unit 1 Skyways, Blackpool Business Park, Amy Johnson Way, Blackpool FY4 3RS United Kingdom or the usual place of business of the Company or any subsidiary or related company within SMP.

"**Completion Date(s)**" means the date or dates specified in the Purchase Order by which the Supplier will fully and satisfactorily complete the Service(s).

"**Contract**" means the agreement between the Company and the Supplier, whereby the Supplier sells or supplies Products or Equipment or provides a Service to the Company, incorporating these Terms and Conditions.

"**Customer**" means Company's customer.

"**Delivery Address**" means the address for delivery of Products or Equipment which shall be the Company's Address or such other address as may be specified in the Purchase Order or agreed by the parties in Writing.

"**Delivery Date(s)**" means the date or dates specified in the Purchase Order on which the Supplier will deliver the Products or Equipment to the Delivery Address.

"**Equipment**" means the equipment, plant, machinery, tools, parts and accessories, including any instalment, part or combination of same, which the Company is to hire from the Supplier, or the Supplier is to provide Services in respect of, in accordance with the Contract.

"**Hire Period**" means the period from the time the Equipment is delivered by the Supplier to the Company until the time the Equipment is made available by the Company for collection by the Supplier at the Company's Address or other such address as may be agreed in Writing.

"**Losses**" includes all actions, causes of action, claims, demands, proceedings, damages, awards, payments, debts, losses, costs, expenses (including legal or professional expenses), penalties, fines, compensation or other liabilities (whether direct, indirect, consequential or otherwise, including loss of profit, business, turnover or market share) and interest thereon.

"Party" means the Supplier and the Company individually, collectively referred to as "the Parties".

"**Price**" means the charge made by the Supplier for the provision of Services, sale of Products or hire of Equipment as further defined in the Contract.

"**Product(s)**" means any goods, materials, equipment, machinery, products or articles of whatsoever nature, which the Supplier is to supply or sell to the Company under the Contract.

"**Purchase Order**" means the order form issued by the Company to the Supplier setting out the requirements of the Company.

"**Quotation**" means the Supplier's quotation for the provision of Services, sale of Products or hire of Equipment.

"**Service(s)**" means any services or work provided by the Supplier to the Company under the Contract including but not limited to the provision of any consultancy, advisory, research, design or other services, maintenance, refurbishment or provision of qualified operators for the use or operation of the Products or Equipment.

"**Supplier**" means any person, firm, company, partnership, competent authority or other business entity engaged in supplying Services, hiring Equipment or providing Products to the Company under the Contract.

"**Terms and Conditions**" means the Terms and Conditions set out in this document and any other terms and conditions agreed pursuant to clause 2.1.

"**Writing**" means any form of written communication including electronic mail ("Email") where the parties have agreed either expressly or by a course of dealing to communicate by Email and have provided each other with correct Email addresses accordingly, save that any Email shall take effect only when received by the recipient.

2. **Application**

2.1. All business conducted by the Supplier with the Company, including any Contracts, Purchase Orders, Quotations or pre-contractual negotiations, shall be subject to these Terms and Conditions. Unless otherwise agreed in Writing or provided elsewhere in these Terms and Conditions, no variation or addition to these Terms and Conditions shall be binding unless agreed in Writing by the Company.

2.2. The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

2.3. If any provision of these Terms and Conditions is held by any competent court, tribunal or authority to be invalid or unenforceable in whole or in part the validity of the remainder of the provision and all other remaining provisions of these Terms and Conditions shall not be affected thereby.

2.4. A Contract shall be formed when the Supplier accepts the Company's Purchase Order subject to these Terms and Conditions.

2.5. The Supplier will sell Products and/or hire Equipment and/or provide Services to the Company and the Company will pay the specified Price, in accordance with the Contract.

3. Performance of Contract

3.1. Unless otherwise agreed in Writing or specified in the Purchase Order, the place of performance of the Contract, including any delivery of Products or Equipment or where any Services are to be provided, shall be the Delivery Address specified in the Purchase Order. Unless otherwise agreed in Writing, it is the Supplier's obligation and risk to deliver any Products or Equipment which is the subject of the Contract to the Delivery Address or any other address the Company may nominate.

3.2. Where the Supplier agrees to sell or hire Products or Equipment to the Company, it is the essence of the Contract that the Supplier will deliver any Products or Equipment by the Delivery Date within normal office hours. If agreed between the Parties, Liquidated Damages shall apply in accordance with the provisions of the Purchase Order.

3.3. Where the Supplier agrees to provide a Service to the Company, it is the essence of the Contract that the Supplier will complete the Service by the Completion Date.

3.4. The Supplier must notify the Company immediately of any circumstances whatsoever which might cause non- compliance with the Completion Date(s) and/or Delivery Date(s).

3.5. The Supplier shall not effect Delivery earlier than the relevant Delivery Date without prior written consent from the Company.

3.6. The Company reserves the right to postpone any Delivery Date(s), by a period not exceeding the delayed Delivery period (the "**Delayed Delivery Period**"), otherwise known as the "**Push-Out Period**", specified in an open Purchase Order report, which the Company may issue to the Supplier from time to time.

3.7. The Company reserves the right to request that the Delivery of the Products and/or Services is expedited by the Supplier. The Supplier shall use its best endeavours to accept any such request and expedite the Delivery.

3.8. The Supplier shall provide the Company in good time with any instructions or other information required to enable the Company to accept performance of the Services and/or delivery of the Products or Equipment.

3.9. The Company shall not be deemed to have accepted any Products and/or Services until it has had a reasonable opportunity to inspect them following Delivery, or in the case of a latent defect in the Products, until a reasonable period of time has passed for a latent defect to become apparent.

3.10. Without prejudice to any other right or remedy which the Company may have, including without limitation those set out in clause 15.1 below, if any fault or defect in any Products and/or Services is discovered during the inspection process undertaken by the Company in terms of clause 3.9, the Company shall have the right to accept the defective Products and/or Services, in whole or part, and make good such defective Products and/or Services itself or via a third party all at the expense of the Supplier and all costs and losses so incurred by the Company shall be recoverable from the Supplier in terms of clause 9.7 below.

3.11. The Products or Equipment shall remain at the risk of the Supplier until acceptance by the Company. Ownership, where applicable, of the Products or Equipment shall pass to the Company on Delivery.

3.12. The Supplier shall at all times maintain sufficient manufacturing capacity, stocks of raw materials and packaging, and stocks of Products to enable it to meet the Company's product requirements specified in the Purchase Order, and the Company may specify its minimum stocking requirements and any special conditions in this respect.

3.13. Where applicable, the Supplier shall manufacture and test the Products and Provide the Services in accordance with the standards specified under Lloyds Rules for Submersibles & Diving Systems and under Lloyd's supervision or other applicable Classification society.

4. Obsolescence

4.1. The Supplier is responsible for managing obsolescence over the entire period of the Contract to ensure compliance with all Contract requirements.

4.2. As soon as the Supplier becomes aware of any actual or suspected obsolescence issue with any of the Products and in any event not less than TWELVE (12) months before any of the Products becoming obsolete the Supplier shall provide notification in writing to the Company (the "**Obsolescence Notification**") and provide an obsolescence management plan (the "**Obsolescence Management Plan**").

4.3. The Obsolescence Notification must include, as a minimum, the following information:

4.3.1. the number and description of the obsolete Products and sources involved;

4.3.2. the anticipated production end date; and

4.3.3. the last time to buy date.

4.4. The Obsolescence Management Plan shall include without limitation:

4.4.1. a plan for managing the loss, or impending loss, of manufacturers or suppliers of Products, or components, assemblies, or materials used in the Products; and

4.4.2. all technical terms, specifications, drawings and any other documents pertaining to the obsolete Products, which may be required for the purposes of location and, if necessary, manufacturing of the replacement Products.

4.5. Following submission of an Obsolescence Notification, the Supplier shall use its best endeavours to reach a solution in respect of replacement Products satisfactory to the Company and the Supplier warrants that it shall not do anything which would prejudice any potential solution.

4.6. The Supplier shall identify within the Obsolescence Management Plan a solution for the supply of replacement Products which:

4.6.1. are of the same form, type and function as the obsolete Products;

4.6.2. conform to:

4.6.2.1. the technical terms and specification which the obsolete Products conformed to; or

4.6.2.2. any applicable later version of or replacement for that specification; or

4.6.2.3. if 4.6.2.1. or 4.6.2.2. is impossible, a specification which is no worse than the specification to which the obsolete Products conformed to; and

4.6.2.4. have no material adverse impact on Price and Delivery Date, or if it is not possible to find replacement Products which do not have a material adverse impact on Price and/or Delivery Date, have the minimum adverse impact achievable.

4.7. Upon receipt of the Obsolescence Notification from the Supplier, the Company may in its sole discretion submit a single order (the "**Last Time Buy Order**") for Products listed in the Obsolescence Notification, which order may be for up to one (1) year worth of stock based on the Company's purchasing volume of the obsolete Products during one (1) calendar year immediately preceding the Last Time Buy Order. The option to submit a Last Time Buy Order constitutes a standing and valid offer on the part of the Supplier, and the Company's Last Time Buy Order shall constitute a binding acceptance of this offer. The Supplier must prioritise fulfilment of any Last Time Buy Order(s) submitted by the Company before any order placed by the Supplier's other customer(s). The Supplier shall use its best endeavours to supply the quantities of the Products specified in the Last Time Buy Order, failing which it shall supply the Products in quantities as close as possible to the quantities specified in the Last Time Buy Order.

4.8. The Prices for the Last Time Buy Order Products shall be in accordance with the Price specified in the Contract.

4.9. Last Time Buy Order(s) submitted by the Company must be scheduled for delivery within or no earlier than the time period or date specified in the Last Time Buy Order.

4.10. Notwithstanding clause 4.6.2.c. above, the Supplier shall be responsible for all costs associated with locating replacement Products, vendor interface and engineering efforts.

4.11. For the purposes of clauses 4.1 – 4.10 any reference to Products shall include any part(s) thereof.

5. Export Control

5.1. The Supplier represents and warrants that it will:

5.1.1. comply with all applicable import and export control laws and regulations in fulfilling the Contract(s) and will provide all information about the Products, including, where relevant, information regarding constituent parts thereof that may be necessary for the Company's compliance with all applicable import and export control laws and regulations;

5.1.2. notify the Company immediately in writing of any change to the export control information provided to the Company by the Supplier;

5.1.3. supply the Company with copies of any licenses, agreements or other authorisations relating to the Products immediately on demand by the Company;

5.1.4. immediately notify the Company if the Supplier becomes identified either individually or collectively on any list of denied, debarred, embargoed, blocked, prohibited, specially designated, sanctioned or otherwise ineligible parties maintained by any government or international organisation or if the Supplier's export privileges, licenses, agreements or other authorisations are otherwise denied, suspended or revoked in whole or in part by any government entity or agency.

5.1.5. Any breach of import or export control laws in the context of the Contract, or breach of this clause, shall be a material breach of contract.

6. Price

6.1. The Price for the provision of Services, purchase of Products or hire of Equipment shall be that agreed between the parties and confirmed in Writing

by the Company or specified in the Purchase Order.

6.2. Unless otherwise specified, the Price for any Services, Products or Equipment provided by the Supplier shall be inclusive of all costs, charges or taxes relating to storage, loading, carriage, unloading, delivery and insurance of any Products or Equipment or any licence fees, duties, local taxes or additional costs of such nature.

6.3. The Company shall not accept any variation of the Price or any additional charges from the Supplier unless agreed in Writing by the Company.

6.4. Where the PO includes option prices for a recommended list of spares, should the Company exercise their right to purchase all or any part of such list of spares, the purchase of such spares shall be formalized in the form of a Contract Change as detailed in clause 14.

7. Invoicing and Payment

7.1. The Supplier will issue to the Company an invoice or invoices for the Price of any Services, Products or Equipment.

7.2. Unless otherwise agreed, the Company will pay undisputed invoice(s) within thirty (30) days from the end of the month in which the invoice is received by the Company. For the avoidance of doubt, any longer payment terms agreed between the parties shall take precedence over the standard payment terms specified in this clause 7.2.

7.3. No payment will be made by the Company to the Supplier for invoices submitted more than sixty (60) days after Delivery of the Products/completion of the Services.

7.4. The Company shall have the right to set-off in law or equity against any sums due to the Supplier any sums which in the Company's opinion are due from the Supplier to the Company

7.5. Any amounts paid by the Company but not earned by the Supplier, including without limitation amounts paid in error, shall be immediately refunded to the Company.

7.6. The Supplier shall use all reasonable endeavours during the term of the Contract to reduce its manufacturing, supply and other costs for the Products and/or Services, including implementing cost savings initiatives and seeking more competitive supplies of raw materials and equipment. The net benefit of cost reductions shall be applied to reduce the Product/Service Prices with immediate effect.

7.7. The Supplier agrees that if at any time during the term of the Contract it sells any Products or supplies any Services to a comparable customer for less than the Price then in force for those Products/Services, it shall reduce the relevant Products/Services Price to match the lower price for so long as the lower price is available (but for no longer) and shall refund the Company the difference between the Products/Services Price and the lower price in respect of its purchases of the Products/Services after the Supplier began charging the lower price. For the purposes of this clause, "comparable" means a customer that purchases products and/or services in substantially similar volumes as the Company on broadly similar terms and conditions.

7.8. The Supplier shall provide all such evidence as the Company may reasonably request in order to verify:

7.8.1. invoices submitted by the Supplier;

7.8.2. discount statements; and

7.8.3. cost reductions achieved by the Supplier (including the dates on which cost reductions were achieved).

7.9. In addition, the Supplier shall, on request, allow the Company to inspect and take copies of (or extracts from) all relevant records and materials of the Supplier relating to the supply of the Products and/or Services as may be reasonably required in order to verify such matters.

8. Company's Right of Return and Refund

8.1. The Company shall be entitled to return to the Supplier any Products which have been delivered to the Company for the Company's convenience and to receive a full refund of the Price paid in respect of the Products so returned.

8.2. The refund amount shall be payable by the Supplier to the Company within fourteen (14) days after the day on which the Supplier receives the Products returned by the Company.

9. Warranties, Representations, Risk and Indemnities

9.1. The Supplier warrants and guarantees to the Company that the Products sold or Equipment supplied by the Supplier are of the best available design, of the best quality, material and workmanship, are unused, manufactured in the same year or within the shelf life, are without fault and conform in all respects with the Company's Purchase Order and any the quality and technical requirements, specification, drawing, or other information provided to the Supplier.

9.2. The Supplier shall be liable for any design defects which occur within 5 years after delivery of the goods to the Customer.

9.3. The Company's rights under these Terms and Conditions are in addition to the statutory terms implied in favour of the Company by the Sale of Goods Act 1979 and/or the Supply of Goods and Services Act 1982, and any subsequent amending or relevant legislation.

9.4. The Company is entitled to rely on any statement, warranty, representation, advice and/or recommendation made by the Supplier during negotiations and/or after the date of the Contract, and such statements, warranties, representation, advice and/or recommendations shall be deemed incorporated into the Contract.

9.5. Where the Supplier is providing a Service to the Company, the Supplier agrees to exercise utmost care and skill in doing so and to provide the Service in accordance with any applicable industry standards.

9.6. Prior to delivery of any Products or Equipment by the Supplier, the Company shall have the right if it so wishes to inspect and test the Products or Equipment at all times, and if the results of such inspection or testing cause the Company to consider that the Products or Equipment do not, or are unlikely to, conform with the Purchase Order and/or any specification, drawing or information provided to the Supplier, the Company shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity.

9.7. Where the Supplier is not the manufacturer of the Products or Equipment, the Supplier will transfer to the Company the benefit of any warranty or guarantee given to the Supplier in respect of such Products or Equipment.

9.8. The Supplier shall indemnify the Company in full against all Losses incurred by the Company as a result of or in connection with:

9.8.1. defective workmanship, quality or materials;

9.8.2. an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Services, Products or Equipment;

9.8.3. any claim made against the Company in respect of any Losses arising as a consequence of a breach or negligent performance or failure or delay in performance of the Contract by the Supplier;

9.8.4. defective Products or Equipment;

9.8.5. any claim made against the Company in respect of any Losses arising as a consequence of the use or possession of the Products or Equipment or the Products or Equipment failing to perform as expected, including without limitation any explosion or other malfunction of the Products or Equipment causing Losses; and

9.8.6. any failure by the Supplier to comply with any term or terms of the Contract.

9.9. Without prejudice to any other right or remedy which the Company may have, if any fault or defect in any Products or Equipment shall occur within 12 months following delivery of the Goods (the "Warranty Period "), the Company shall notify the Supplier and the Supplier shall then (at Company's option) either replace or make good the Products or Equipment or make good the at the expense of the Supplier and any Products or Equipment so replaced or made good shall be guaranteed by the Supplier on the same terms for a further warranty period equivalent to the original Warranty Period, which shall commence from the date of replacement or repair.

9.10. Following notification by the Company to the Supplier of a warranty claim or a suspected warranty claim, the Supplier shall, at its own cost and expense, provide an initial response within 24 hours. The Company will endeavour to follow the Supplier's advice to remedy the defect, at Supplier's cost. In the event that the Company is unable to remedy the defect in this manner, the Supplier will dispatch a technical representative to complete the repair or replacement and the Seller shall bear the costs of the representative and replacement parts.

9.11. For replacement parts covered under warranty which the Supplier may hold in stock, such parts will be dispatched within 24 hours from the Supplier receiving the warranty claim from the Company, for parts not held in stock the Supplier will propose the delivery date to the Company within 24 hours of receiving the warranty claim.

9.12. During the lifecycle of the Products, if the Supplier becomes aware of a safety critical defect, the Supplier shall eliminate, at its cost, the design defect or manufacturing defect or both which affects the safety of operation in accordance with the Supplier's notice or technical instruction (including the amendment to the operation instruction manuals, if necessary.

9.13. If a design defect, which happens during the warranty period, causes the usage interruption of the Product or Equipment for more than 30 days, the Supplier shall extend the warranty period of the Products or Equipment affected by the design defect by the total number of such calendar days counting from the date of receiving the Company's written notice to the date of eliminating the design defect in the said part.

9.14. Where the Supplier and/or its personnel, employees, agents, officers, directors, contractors, sub-contractor's, or any other person at the behest of the Supplier (the "**Workforce**"), boards any vessel or craft or enters the environs of any other property or premises owned or leased or occupied by the Company, in connection with the Contract,

9.14.1. the Supplier agrees to hold the Company, its employees, directors, crew, servants, agents and insurers (together the "Indemnified Parties") harmless, and to indemnify them:-

9.14.1.1. for any losses, damages, claims, liabilities, costs and expenses of whatsoever nature that they may sustain and/or incur as a result of any act or omission by the Workforce, and

9.14.1.2. in respect of their liability for any claims of whatsoever nature which may be made against them by the Workforce, their heirs or assigns, and

9.14.1.3. in respect of their liability for any claims of whatsoever nature which may be made against them by any third party arising out of any default, act or omission by the Workforce, and

9.14.1.4. in respect of any and all costs and/or expenses incurred by them arising from any injury to or illness of the Workforce.

9.14.1.5. the Supplier also

9.14.1.6. undertakes and guarantees that all its liabilities, of whatsoever nature arising out of this clause 9.9 will be insured by the Supplier with an insurance company or facility acceptable to the Company, and further that the insurance company or facility concerned will waive its rights of subrogation against the Indemnified Parties, and

9.14.1.7. agrees, in the event of any proceedings, action, arbitration and/or claim being commenced against the Indemnified Parties in respect of any and all of the matters referred above, provide the Indemnified Parties from time to time on demand with sufficient funds to defend any such proceedings.

9.15. The Supplier agrees that all warranties attaching to the Products and/or Services shall be capable of being assigned to the Customer or other user by the Company without prior written notice to the Supplier.

10. Company's Property

10.1. If the Company or its agents, customers, personnel or subcontractors supply any goods, materials, equipment or the like or any specifications, drawings or such data free of charge to the Supplier for the purposes of the Contract (the **"Company Issued Goods or Materials**"), all such items shall be and remain the exclusive property of the Company and shall be held by the Supplier in safe custody and maintained and kept in good order and condition by the Supplier until returned to the Company.

10.2. All risk in the Company Issued Goods or Materials, shall remain with the Supplier until acceptance or the Products and/or Services by the Company in accordance with clause 3.9 above and the Supplier shall insure the Company Issued Goods for 110% of their replacement value with a reputable insurance company for any period during which the Company Issued Goods, or part(s) thereof, are held by the Supplier at their risk and the Supplier shall provide proof of this insurance to the Company on demand.

11. Confidentiality and Intellectual Property

11.1. All techniques, processes, inventions, trade secrets, equipment, drawings, designs, specifications, documents, proposals and information concerning the Services, Products or Equipment or relating to the Company's business of which the Supplier and its Workforce shall obtain knowledge or information (except to the extent that they are within or fall into the public domain other than by breach of the Contract) shall remain both during and after the completion of the business conducted under the Contract the absolute and exclusive property of the Company and the Supplier shall keep confidential and retain the same with the utmost secrecy and shall use its utmost endeavours to ensure that all its Workforce shall abide by the terms of this provision as though it were binding upon each of them and the Supplier shall not, and shall procure that each member of its Workforce shall not, disclose or permit to be disclosed to any third party or otherwise use the same other than for the purpose of the provision of the Products, Equipment and/or Services, nor shall it cause or permit anything which may damage or endanger the intellectual property of the Company or allow or assist others to do so.

11.2. All copyrights and other intellectual property rights including design rights, data base rights, moral rights and rights to computer software (collectively "IPR") relating to any and all documents, works, software or data and all other material in whatever form including hard copy and electronic form produced or recorded by the Supplier or its Workforce in the provision of Products, Equipment and/or Services are hereby assigned to the Company and shall be the absolute property of the Company to do with as the Company deems appropriate. The Supplier shall, if so required by the Company, and in any event on the termination of the Contract, surrender to the Company all original and copy documents, working papers, computer disks, and all other property containing IPR and/or belonging to the Company which is in the Supplier's or its Workforce's custody, power or control and shall deliver, and shall procure that each relevant member of its Workforce delivers an assignation, undertaking and waiver (in a form approved by the Company) to assign all IPR relating to any and all documents, works, software or data and all other material in whatever form including hard copy and electronic form produced or recorded by the Supplier or its Workforce (as the case may be) in the provision of the Products, Equipment and/or Services and to waive all rights in relation thereto.

11.3. The Supplier hereby agrees that, during the term of the Contract and for a period of twelve (12) months after its expiry or termination howsoever

caused, it will not solicit the Company's staff who are known by the Supplier or by any member of the Supplier's Workforce to have been employed or engaged in the performance of the Contract. For the purposes of this clause, 'solicit' means a direct or indirect attempt to induce such person to take an engagement with such party as an employee, director, sub-contractor or independent contractor, provided that this clause shall not apply to any engagement as a result of a general advertisement or recruitment campaign.

12. Counterfeit Products

12.1. The Supplier shall ensure that Products conform to the requirements of the Purchase Order and that counterfeit products are not delivered to the Company.

12.2. Should the Supplier become aware of or suspect that it has acquired counterfeit products, the Supplier shall as soon as practicable notify the Company. The Supplier shall provide documentation that authenticates the affected Products and, where applicable, provide traceability of the sourcing route. The Supplier shall support the Company in any investigation of any suspected counterfeit products.

12.3. In the event that Products delivered under the Purchase Order constitute or include counterfeit products, the Supplier shall, at its expense promptly replace such counterfeit products with genuine Products conforming to the requirements of the Purchase Order.

12.4. Notwithstanding any other provision in the Purchase Order, the Supplier shall be liable for all costs relating to the removal and replacement of counterfeit products, including without limitation the Company's costs of removing counterfeit products, reinserting replacement Products and any testing necessitated by the reinstallation of Products after counterfeit products have been exchanged.

13. Insurance

13.1. The Supplier warrants that, at all times during the term of the Contract, it holds the appropriate level of insurance cover for all of its obligations in terms of the Contract including but not limited to:

13.1.1. Public and Products liability insurance for an amount of not less than GBP 10 million per occurrence;

13.1.2. Employers liability insurance for an amount of not less than GBP 10 million per occurrence; and

13.1.3. Professional Indemnity insurance for an amount of not less than GBP 5 million per occurrence.

13.2. The Supplier shall provide the Company with evidence of such insurances immediately on request.

13.3. The insurance requirements specified in clause 13.1 above are stated as a minimum and should not be construed as indicative of the ultimate amounts and/or types of insurances required.

14. Contract Changes

14.1. Subject to clause 14.4, no change to the Contract shall be effective unless it is in writing and signed by authorised representatives of both parties.

14.2. In the event that either party wishes to propose a change to the Contract, the party proposing the change shall be required to do so using the Company's standard Contract Change Form, which may be updated from time to time and which is available to the Supplier on request.

14.3. The Supplier shall use its best endeavours to minimise the impact of any change on the Delivery Date, Price and the Contract in general.

14.4. The Company may instruct the Supplier to carry out any modification to the Products and/or Services and the Supplier undertakes to comply with the requirements of such an instruction. Unless otherwise informed by the Supplier within seven (7) days of the instruction, the requirements for modifications are deemed to be accepted by the Supplier without effect on the Price and Delivery Date.

14.5. In the event that the Supplier notifies the Company, in accordance with the requirements of clause 14.4 that there may be an impact on the Price and/or the Delivery Date, the Supplier undertakes to use its best endeavours to:-

14.5.1. comply with the Company's instruction for modification;

14.5.2. minimise the impact on Delivery Date;

14.5.3. minimise the impact on Price, which means that the Supplier shall:

14.5.3.1. only be entitled to recover its direct costs in respect of that modification with no allowance for profit;

14.5.3.2. be required to provide full documentary evidence of direct costs actually incurred and, if applicable, materials used in any modification at the time of submission of the Supplier's invoice in respect of the modification, sufficient to enable the Company to satisfy itself as to the accuracy of billing; and

14.5.3.3. adopt the general principle of re-utilisation to the fullest extent possible, whereby the Supplier undertakes to minimise scrappage and, where possible Products or parts thereof should be re-used or re-sold, so as to minimise the direct costs incurred by the Supplier and recharged to the Company.

14.6. The parties will document the agreed impact on the Price and/or the Delivery Date, reached in accordance with the principles of clause 14.5, formally in accordance with the requirements of this clause 14.

15. Rejection and Termination

15.1. Without prejudice to any other right or remedy which the Company may have, if any Services, Products or Equipment are not supplied in accordance with the Contract, or the Supplier fails to comply with any terms of the Contract or the Company wishes to end the Contract for convenience, the Company may avail itself of any one or more of the following remedies at its discretion, whether or not part of the Services, Products or Equipment have been accepted by the Company:

15.1.1. to terminate the Contract (in whole or in part) by notice in Writing, without any liability on the part of the Company;

15.1.2. to reject any Products or Equipment (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier and require a full refund for the Products or Equipment so returned to be paid by the Supplier; or

15.1.3. to refuse to accept deliveries of any further Products or Equipment and without any liability on the part of the Company.

15.2. The Company shall further be entitled to terminate the Contract forthwith by notice in Writing to the Supplier if:

15.2.1. the Supplier makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction); or

15.2.2. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or

15.2.3. the Supplier ceases or threatens to cease to carry on business; or

15.2.4. where the Supplier is resident in a jurisdiction other than England and W ales, an event similar to any of those specified in the above sub-clauses 15.2.1 and 15.2.2 occurs to or in relation to the Supplier; or

15.2.5. the Supplier undergoes a change of control (where "control" for the purposes of this sub-clause 15.2.5 means the ability to direct the affairs of another whether by virtue of the ownership of shares, contract or otherwise).

15.3. In the event of termination by the Company pursuant to clause 15.2 above, without prejudice to any other right or remedy available to the Company, the Company shall be under no further obligations under the Contract and any sums already paid by the Company to the Supplier but not

earned shall become repayable immediately notwithstanding any previous agreement or arrangement to the contrary and the Company shall be entitled to charge interest at the per annum rate of 2% above the base bank rate from time to time of HSBC Bank PLC from the time of such termination or suspension on any sums owed by the Supplier to the Company until the Company receives payment.

16. Force Majeure

16.1. Neither Party shall be held responsible for failure to perform its obligations under the Contract as a result of a Force Majeure event, such as serious fire, flood, typhoon, earthquake, and other cases which will be recognized by both Parties upon agreement as being an event of Force Majeure, which might occur during the process of manufacturing or in the course of loading or transit of the Products or any time throughout the period of this Contract. The deadline of the affected Party's performance of the obligations under the Contract shall be extended according to the time period of the Force Majeure event and the existence of its consequences.

16.2. In the event of Force Majeure the Party who is claiming Force Majeure shall advise the other Party immediately of the occurrence mentioned above and within fourteen days thereafter, that Party shall send, by registered airmail or courier service to the other Party a certificate of the event issued by a competent Government Authority or other relevant organisation where the event occurs as evidence thereof. If the Supplier is the Party affected by the Force Majeure event, as soon as reasonably practicable after the end of the Force Majeure event the Supplier shall use reasonable endeavours to expedite the delivery of the Goods/Products or Services or both.

16.3. Should the effect of Force Majeure continue for more than 10 months, both Parties shall settle the problem of the further execution of this Contract through friendly negotiation as soon as possible.

17. Notices

17.1. Any notice required to be given by either party under the Contract shall be delivered or sent by pre-paid first class recorded delivery letter addressed to the registered office of the party to be served or to such other place as may be designated by the party for the purpose of service and shall be deemed to have been served in the case of a notice delivered by hand, when delivered, and in the case of a letter, forty-eight (48) hours after the time of posting.

18. Assignment and Other Dealings

18.1. The Supplier shall not assign, novate, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the prior written consent of the Company.

18.2. The Company may at any time assign, novate, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

19. Waiver

19.1. No act, omission, delay or indulgence on the part of the Company in enforcing the Contract or any of the Terms and Conditions thereof shall operate as a waiver of the Company's rights thereunder, unless in each case the Company expressly so agrees in Writing.

20. Governing Law and Jurisdiction

20.1. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.

20.2. The Supplier hereby agrees for the benefit of the Company that any claims, disputes, legal actions, suits or proceedings it may have against the Company arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the English Courts. In addition, the Supplier hereby agrees that the Company shall have the right to bring any claims, disputes, legal actions, suits or proceedings it may have against the Supplier in the courts of any jurisdiction where the Supplier or any of its property or assets may be found or located, and the Supplier hereby irrevocably submits to the jurisdiction of any such court.

21. Anti-Bribery

21.1. The Supplier shall:

21.1.1. comply, and shall procure that each of its suppliers, subcontractors and the members of its and their workforces shall 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;

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;

21.1.3. have and shall maintain in place throughout the term of the Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure its compliance with clauses 21.1.1 and 21.1.2 and will enforce them where appropriate;

21.1.4. promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract; and

21.1.5. immediately notify the Company in writing if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the Contract).

21.2. The Supplier shall ensure that any person associated with the Supplier who is supplying Products and/or Services, or hiring the Equipment in connection with the Contract 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 21.

22. Forced Labour

22.1. The Supplier shall:

22.1.1. comply, and shall procure that each of its suppliers, subcontractors and the members of its and their workforces, shall comply with all applicable laws, statutes, regulations and codes relating to slavery, servitude, forced or compulsory labour and human trafficking including the Modern Slavery Act 2015;

22.1.2. undertake not to purchase any resource, materials or products from producers, suppliers or manufacturers using forced or compulsory labour in its operations or practices;

22.1.3. have and shall maintain in place throughout the term of the Contract its own policies and procedures to ensure its compliance with clauses 22.1.1 and 22.1.2 and will enforce them where appropriate; and

22.1.4. immediately notify the Company in writing if it becomes aware of any breach or alleged breach of this clause within its supply chain (and the Supplier warrants that it has not been convicted of any offence involving slavery and human trafficking and, having made reasonable

enquiries, to the best of its knowledge none of its suppliers, subcontractors or its or their workforce or direct or indirect owners at the date of the Contract have been or are the subject of any investigation, enquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding an offence or alleged offence of or in connection with slavery and human trafficking).

22.2. The Supplier shall ensure that any person associated with the Supplier who is supplying Products and/or Services, or hiring the Equipment in connection with the Contract 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 22.