

TERMS AND CONDITIONS OF PURCHASE

FOR TACTUS LIMITED

Tactus Limited
Tactopia Building
Olympic Park
Olympic Way
Birchwood
Warrington
Cheshire WA2 0YL

1 Definitions and interpretation

1.1 In these Conditions the following definitions apply:

Affiliate	any entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;
Catastrophic Failure	means where more than three per cent (3%) of the Goods provided by the Supplier under each Order are subject to a material failure or material defect;
Control	the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and Controls, Controlled shall be construed accordingly;
Customer	means Tactus Limited incorporated and registered in England and Wales with company number 0742860 whose registered office is at Tactopia Building, Olympic Park, Olympic Way, Birchwood, Warrington, Cheshire, WA2 0YL;
Conditions	means the Customer's terms and conditions of purchase set out in this document;
Confidential Information	means any commercial, financial or technical information, information relating to the Goods, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;
Contract	means the agreement between the Supplier and the Customer for the sale and purchase of Goods incorporating these Conditions, any Schedules and the Order;
Device	means a device detailed in Part 1 of Schedule 1 under the heading "Tactus name";
Force Majeure	means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract but excluding any pandemic or epidemic including but not limited to Covid-19;
Goods	means the goods and related accessories, spare parts and documentation and other physical material set out in the Order or understood by the parties to be included in the Goods and to be supplied by the Supplier to the Customer;
Human Rights	internationally recognised human rights understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work;
Intel Reporting Requirements	means the Intel reporting requirements set out at Schedule 3;

Intellectual Property Rights	means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case: <ul style="list-style-type: none"> (a) whether registered or not (b) including any applications to protect or register such rights (c) including all renewals and extensions of such rights or applications (d) whether vested, contingent or future (e) to which the relevant party is or may be entitled, and (f) in whichever part of the world existing;
Location	means the address for delivery of the Goods as set out in the Order;
Microsoft Requirements	means the requirements set down by Microsoft in relation to the Goods and their production (to include without limitation, performance metrics and reporting requirements), details of which are set out in Schedule 2;
Order	means the Customer's order for the Goods from the Supplier as set out in Schedule 1;
Price	has the meaning given in clause 3.1;
Schedule	means any schedule to the Contract;
Shipping Date	shall mean the dates set out in Schedule 1;
Supplier	means the person who sells the Goods to the Customer and whose details are set out in the Order; and
Specification	means the description or specification of the Goods and their packaging set out or referred to in Part 1 of Schedule 1.
Virus	any program which contains malicious code or infiltrates or damages a computer system without the owner's informed consent or is designed to do so or which is hostile, intrusive or annoying to the owner or user and has no legitimate purpose.

2 Application of these Conditions

- 2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Supplier's quotation, sales conditions, confirmation of order, specification, Proforma Invoice or other document shall form part of the Contract except to the extent that the Customer otherwise agrees in writing.
- 2.3 No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Customer.

- 2.4 Each Order by the Customer to the Supplier shall be an offer to purchase Goods subject to these Conditions.
- 2.5 An Order may be withdrawn or amended by the Customer at any time before acceptance by the Supplier. An Order shall lapse unless accepted by the Supplier before the expiry of 14 days after the date of the Order. If the Supplier is unable to accept an Order, it shall notify the Customer promptly.
- 2.6 Acceptance of an Order by the Supplier shall take place when it is expressly accepted or by any other conduct of the Supplier which the Customer reasonably considers is consistent with acceptance of the Order.
- 2.7 The Schedules form part of these Conditions and shall have effect as if set out in full in the body of these Conditions. Any reference to these Conditions includes the Schedules.

3 Appointment and Price

3.1 The Supplier is appointed on the condition that it shall not use any of the following companies, or any companies located in the following regions, to fulfil any of its obligations under this Contract. Failure to adhere to this condition, in either whole or in part shall render the Supplier in material breach of this Contract which is not capable of remedy and in accordance with clause 14.1.1 the Contract shall be immediately terminated by the Customer:

- Changji Esquel Textile Co. Ltd.
- Hefei Bitland Information Technology Co. Ltd.
- Hefei Meiling Co. Ltd.
- Hetian Haolin Hair Accessories Co. Ltd.
- Hetian Taida Apparel Co., Ltd.
- KTK Group
- Nanjing Synergy Textiles Co. Ltd.
- Nanchang O-Film Tech
- Tanyuan Technology Co. Ltd.
- Xinjiang Silk Road BGI
- Beijing Liuhe BGI
- Xinjiang Region

3.2 The Supplier undertakes not to compete directly or indirectly against the Customer with products that are the same or similar products to the Goods including, but not limited to, the same technical specifications, form factor, design and positioned as a competitor to the Customer.

3.3 The price for the Goods shall be as set out in the Order or, in default of such provision, shall be calculated in accordance with the Supplier's scale of charges as advised by the Supplier and received

and acknowledged by the Customer before the date the Order is made (**Price**). No increase in the Price may be made after the Order is placed.

- 3.4 The Price includes packaging, user guide, power adapter and delivery to the Customer's freight forwarder.

4 Payment

- 4.1 The Supplier shall invoice the Customer for the Goods in accordance with the agreed payment terms which are set out in Schedule 1.

5 Cancellation

- 5.1 The Customer shall have the right to cancel the Order for the Goods or for any part of the Goods which have not yet been delivered to or commissioned for the Customer.
- 5.2 In relation to any Order cancelled or part-cancelled under clause 5.1, the Customer shall pay for:
- 5.2.1 that part of the Price which relates to the Goods which at the time of cancellation have been delivered to the Customer; and
 - 5.2.2 the costs of materials which the Supplier has purchased to fulfil the Order for the Goods which cannot be used for other orders or be returned to the Supplier's supplier of those materials for a refund.

6 Delivery

- 6.1 The Goods shall be delivered by the Supplier to the Location on the date(s) specified in the Order during the Customer's usual business hours, or as instructed by the Customer. The Goods shall be deemed delivered by the Supplier only on completion of unloading of the Goods at the Location.
- 6.2 The Supplier shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition.
- 6.3 The Goods shall not be delivered by instalments unless otherwise agreed in writing by the Customer.
- 6.4 Each delivery of the Goods shall be accompanied by a delivery note stating:
- 6.4.1 the date of the Order;
 - 6.4.2 the relevant Customer and Supplier details;
 - 6.4.3 the product numbers and type and quantity of Goods in the consignment;
 - 6.4.4 any special handling and other requests; and
 - 6.4.5 whether any packaging material is to be returned, in which case the Customer shall, after the Goods are unpacked, make them available for collection by the Supplier at the Supplier's expense.
- 6.5 Time of delivery is of the essence.

- 6.6 If the Supplier fails to meet any of the Shipping Dates or deliver any of the Goods by the date specified in the Order (“Delivery Default”), the Supplier shall pay the Customer, as liquidated damages, \$1 per Device for each week that the Delivery Default continues.
- 6.7 The Supplier shall pay these liquidated damages on demand or the Customer may deduct them from its payments to the Supplier.
- 6.8 The liquidated damages payable under clause 6.5 shall accrue from the date that the Delivery Default commences and shall continue until the earlier of:
- (a) delivery of the relevant Goods by the Supplier;
 - (b) termination of the Contract by the Customer; or
 - (c) abandonment of the Contract by the parties.
- 6.9 The parties confirm that these liquidated damages are reasonable and proportionate to protect the Customer’s legitimate interest in timely performance of this Contract.
- 6.10 Clauses 6.6 to 6.9 are without prejudice to the right of the Customer to claim general damages arising from any Delivery Default. In the event of a Delivery Default, the Customer shall (without prejudice to its other rights and remedies) be entitled at the Customer’s sole discretion:
- 6.10.1 to terminate the Contract in whole or in part; or
 - 6.10.2 to purchase the same or similar Goods from a supplier other than the Supplier; or
 - 6.10.3 to recover from the Supplier all costs and losses resulting to the Customer, including but not limited to the amount by which the price payable by the Customer to acquire those Goods from another supplier exceeds the price payable under the Contract, any loss of profit and any additional transport costs to fulfil the delivery of the Goods.
- 6.11 Nothing in this clause 6 will enable double recovery by the Supplier in relation to the costs and losses it sustains as a result of a Delivery Default.

7 **Acceptance, rejection and inspection**

- 7.1 The Customer shall not have accepted, or be deemed to have accepted, the Goods until the Acceptance Conditions are fulfilled.
- 7.2 The ‘**Acceptance Conditions**’ are that:
- 7.2.1 the Goods have been delivered to or at the Location; and
 - 7.2.2 the Customer has notified the Supplier in writing that the Goods have been delivered in full compliance with the terms and conditions of the Contract.
- 7.3 The Customer shall within three (3) weeks from the date of receipt of the Goods be entitled to reject any Goods which are not in full compliance with the terms and conditions of the Contract. The Customer may also avail itself of the remedies set out in clauses 6.5.2 and 6.5.3. Any acceptance of defective, late or incomplete Goods or any payment made in respect thereof, shall not constitute a waiver of any of the Customer’s rights and remedies, including its right to reject. If the Goods are rejected due to the volume of the Goods exceeding the tolerances (if any) specified in the Order, the Supplier shall promptly and at its own cost arrange for redelivery of the correct volume.

- 7.4 Any rejected Goods may be returned to the Supplier by the Customer at the Supplier's cost and risk. The Supplier will issue a credit note to cover the value of the rejected Goods and transport costs to send the Goods back to the Supplier.
- 7.5 The Customer may inspect and test the Goods during manufacture or processing prior to despatch, and the Supplier will ensure that all products are controlled and tested in accordance with the quality insurance plan approved by the Customer. The Supplier shall provide the Customer with all facilities reasonably required.
- 7.6 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 9.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 7.7 Any inspection or testing of the Goods shall not be deemed to be acceptance of the Goods or a waiver of any of the Customer's rights and remedies, including its right to reject.
- 7.8 The Supplier will bear all costs of any follow up inspections necessary as a result of the first inspection failing.
- 7.9 The rights of the Customer in this clause 7 are without prejudice to the Customer's rights under clause 9 and to its rights and remedies implied by statute and common law.

8 Title and risk

- 8.1 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.
- 8.2 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.
- 8.3 The passing of title shall not prejudice any other of the Customer's rights and remedies, including its right to reject.
- 8.4 Neither the Supplier or any other person shall have a lien on, right of stoppage in transit or other rights in or to any Goods title to which has vested in the Customer or any specifications or materials of the Customer, and the Supplier shall ensure that relevant third parties accept the exclusion of such lien and rights.
- 8.5 The Supplier warrants and represents that it:
- 8.5.1 has at the time the Contract is made full, clear and unencumbered title to the Goods, and the full, clear and unencumbered right to sell and deliver them to the Customer; and
 - 8.5.2 shall hold such title and right to enable it to ensure that the Customer shall acquire a valid, unqualified title to the Goods and shall enjoy quiet possession of them.

9 Supplier's Obligations

- 9.1 The Supplier warrants and represents that:
- 9.1.1 it shall comply with any and all Shipping Dates;

- 9.1.2 the Goods shall conform to any sample, their description and to the Specification;
- 9.1.3 the Goods shall be free from material defects in design, material and workmanship and will remain so for 12 months after delivery;
- 9.1.4 prior to despatch, all Goods will be checked and tested by the Supplier to ensure that they are free of Viruses, malware and other malicious code;
- 9.1.5 the Goods shall comply with all applicable laws, standards and best industry practice relating to the manufacture, supply, labelling, packaging, storage, handling and delivery of the Goods and will provide all required compliance certificates relating to the relevant jurisdiction to the Customer;
- 9.1.6 the Goods shall be fit for purpose and any purpose held out by the Supplier and set out in the Order and as otherwise required to meet the Customer's needs;
- 9.1.7 it shall fully support the Customer's QC team and provide such additional assistance as may reasonably be required by the Customer;
- 9.1.8 it shall provide the Customer with daily reporting on the status of the Goods in such format as is required by the Customer; and
- 9.1.9 it shall use all reasonable skill and care in performing its obligations under this Contract.
- 9.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.
- 9.3 During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company product liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on 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 insurance
- 9.4 The Supplier agrees that the approval by the Customer of any design or Specification provided by the Supplier shall not relieve the Supplier of any of its obligations under this clause 9.
- 9.5 The provisions of these Conditions shall apply to any Goods that are repaired, replaced or corrected with effect from delivery of the repaired, replaced or corrected Goods.
- 9.6 The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and other professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with:
- a) any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Supplier, its employees, agents or subcontractors; and
 - b) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Products, to the extent that the defect in the Products is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.

- 9.7 In the event of a Catastrophic Failure, the Supplier undertakes to provide whatever support and assistance the Customer reasonably requires in order to remedy such Catastrophic Failure.
- 9.8 The Supplier shall comply in full with the Microsoft Requirements and the Intel Reporting Requirements.
- 9.9 The Supplier acknowledges and agrees that the Customer receives rebates from Microsoft (“**Rebate**”) and its receipt of any Rebate is dependent upon the Supplier meeting its obligations pursuant to Condition 9.8. If as a result of a breach by the Supplier of Condition 9.8, there is a delay in the Customer receiving a Rebate, or the Customer’s right to receive a Rebate is forfeited, then:
- a) the Customer shall, at any time and without notice to the Supplier, set-off an amount equivalent to the value of the Rebate against any payments due to the Supplier, whether under this Contract or any other contract entered into by the parties. Any exercise by the Supplier of its rights under this Condition 9.9(a) shall not limit or affect any other rights or remedies available to it under this Contract or otherwise; and/or
 - b) the Supplier shall indemnify the Customer against all losses suffered or incurred by the Customer arising out of or in connection with the Supplier’s breach of Condition 9.8;
- but nothing in this Clause 9.9 will enable double recovery of the Supplier of the value of a Rebate.
- 9.10 If at a later date, the Customer receives some or all of the Rebate, and it had previously exercised its right of set-off pursuant to Condition 9.9(a) or was indemnified by the Supplier pursuant to Condition 9.9(b), it shall reimburse the Supplier an amount equivalent to the amount it receives from Microsoft, up to the value so set-off or indemnified.

10 Limitation of liability

- 10.1 The extent of the parties’ liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 10.
- 10.2 Subject to clauses 10.5 and 10.6, the Customer’s total liability shall not exceed the Price of the Goods.
- 10.3 Subject to clauses 10.5 and 10.6, the Customer shall not be liable for consequential, indirect or special losses.
- 10.4 Subject to clauses 10.5 and 10.6, the Customer shall not be liable for any of the following (whether direct or indirect):
- 10.4.1 loss of profit;
 - 10.4.2 loss of data;
 - 10.4.3 loss of use;
 - 10.4.4 loss of production;
 - 10.4.5 loss of contract;
 - 10.4.6 loss of opportunity;

- 10.4.7 loss of savings, discount or rebate (whether actual or anticipated);
- 10.4.8 harm to reputation or loss of goodwill.
- 10.5 The limitations of liability set out in clauses 10.2 to 10.4 shall not apply in respect of any indemnities given by either party under the Contract.
- 10.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
 - 10.6.1 death or personal injury caused by negligence;
 - 10.6.2 fraud or fraudulent misrepresentation; or
 - 10.6.3 any other losses which cannot be excluded or limited by applicable law;

11 Intellectual property rights

- 11.1 All specifications provided by the Customer and all Intellectual Property Rights in the Goods made in accordance with such specifications shall vest in and remain at all times the property of the Customer and such specifications may only be used by the Supplier as necessary to perform the Contract. The Supplier assigns (or shall procure the assignment) to the Customer absolutely, with full title guarantee, all right, title and interest in any such Intellectual Property Rights, and the Supplier shall do all such things and sign all documents necessary in the Customer's opinion to so vest all such Intellectual Property Rights in the Customer, and to enable the Customer to defend and enforce such Intellectual Property Rights, and the Supplier shall at the Customer's request waive or procure a waiver of applicable moral rights.
- 11.2 The Supplier shall indemnify the Customer from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Customer as a result of or in connection with any action, demand or claim that use or possession of any of the Goods or the Intellectual Property Rights infringes the Intellectual Property Rights of any third party (**Supplier IPR Claim**)
- 11.3 If any Supplier IPR Claim is made or is reasonably likely to be made against the Customer, the Supplier shall promptly and at its own expense either:
 - 11.3.1 procure for the Customer the right to continue using and possessing the relevant Intellectual Property Rights; or
 - 11.3.2 modify or replace the infringing part of the Intellectual Property Rights (without adversely affecting the functionality of the Intellectual Property Rights as set out in the Contract) so as to avoid the infringement or alleged infringement,provided that if, having used reasonable endeavours, neither of the above can be accomplished on reasonable terms, the Supplier shall (without prejudice to the indemnity above) refund the price paid by Customer in respect of the affected Intellectual Property Rights.

12 Confidentiality and announcements

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

- 12.1.1 any information which was in the public domain at the date of the Contract;
 - 12.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
 - 12.1.3 any information which is independently developed by the Supplier without using information supplied by the Customer; or
 - 12.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
- 12.2 This clause shall remain in force for a period of 5 years from the date of the Contract.
- 12.3 The Supplier shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

13 Force Majeure

- 13.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
- 13.1.1 promptly notifies the other of the Force Majeure event and its expected duration; and
 - 13.1.2 uses best endeavours to minimise the effects of that event.
- 13.2 If, due to Force Majeure, a party:
- 13.2.1 is or shall be unable to perform a material obligation; or
 - 13.2.2 is delayed in or prevented from performing its obligations for a continuous period exceeding 14 days; the other party may, within 30 days, terminate the Contract on immediate notice.

14 Termination

- 14.1 The Customer may terminate the Contract at any time by giving notice in writing to the Supplier if:
- 14.1.1 the Supplier commits a material breach of the Contract and such breach is not remediable; or
 - 14.1.2 the Supplier commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach; or
 - 14.1.3 any consent, licence or authorisation held by the Supplier is revoked or modified such that the Supplier is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled; or
 - 14.1.4 the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

- 14.1.5 the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - 14.1.6 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 14.1.7 the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.
- 14.2 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Customer at any time up to the date of termination.
- 14.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

15 Notices

- 15.1 Any notice or other communication given by a party under these Conditions shall:
- 15.1.1 be in writing and in English;
 - 15.1.2 be signed by, or on behalf of, the party giving it; and
 - 15.1.3 be sent to the relevant party at the address set out in the Contract
- 15.2 Notices may be given, and are deemed received:
- 15.2.1 by hand: on receipt of a signature at the time of delivery;
 - 15.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;
 - 15.2.3 by Royal Mail International Tracked & Signed post: at 9.00 am on the fourth Business Day after posting; and
- 15.3 This clause 15 does not apply to notices given in legal proceedings or arbitration.
- 15.4 A notice given under these Conditions is not validly served if sent by email.

16 Cumulative remedies

The rights and remedies provided in the Contract for the Customer only are cumulative and not exclusive of any rights and remedies provided by law.

17 Time

Unless stated otherwise, time is of the essence of any date or period specified in the Contract in relation to the Supplier's obligations only.

18 Further assurance

The Supplier shall at the request of the Customer, and at the Supplier's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

19 Entire agreement

- 19.1 The parties agree that the Contract and any documents entered into pursuant to it constitute the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 19.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 19.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

20 Set off

- 20.1 The Customer shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Supplier under the Contract.
- 20.2 The Supplier shall pay all sums that it owes to the Customer under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

21 No partnership or agency

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

22 Severance

- 22.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.
- 22.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

23 Waiver

- 23.1 No failure, delay or omission by the Customer in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 23.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Customer shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Customer.

24 Compliance with law

General

- 24.1 The Supplier shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

Anti-bribery and anti-corruption

- 24.2 The Supplier shall:
- 24.2.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
 - 24.2.2 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;
 - 24.2.3 have and shall maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and clause 24.2.2, and will enforce them where appropriate;
 - 24.2.4 notify the Customer (in writing) if it becomes aware of any breach of clause 24.2.1 or clause 24.2.2, or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with the performance of this agreement;
 - 24.2.5 on the Customer's request, certify to the Customer in writing signed by an officer of the Supplier, compliance with clauses 24.2.1 to 24.2.4 by the Supplier and all persons associated with it. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request.
- 24.3 For the purpose of this clause 24, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 24 a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

Anti-slavery and human trafficking

- 24.4 In performing its obligations under the Contract, the Supplier shall:
- a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
 - b) have and maintain throughout the term of this Contract its own policies and procedures to ensure its compliance; and
 - c) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

- 24.5 The Supplier shall notify the Customer as soon as it becomes aware of:
- (a) any breach, or potential breach, of clause 24.4; or
 - (b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Contract.

Human rights

- 24.6 In performing its obligations under this Contract, the Supplier shall:
- 24.6.1 comply with all Human Rights laws, statutes, regulations and codes from time to time in force; and
 - 24.6.2 have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance with Human Rights principles.
- 24.7 In performing its obligations under this Contract, the Supplier shall respect Human Rights and ensure that its operational policies reflect the responsibility to respect Human Rights in accordance with the UN Guiding Principles on Human Rights, meaning that it shall:
- a) identify, prevent and mitigate any potential or actual adverse Human Rights impacts resulting from its activities or through its relationships with subcontractors, suppliers or other third parties;
 - b) remediate any actual adverse Human Rights impacts which it causes or to which it contributes as soon as is practicable, including through, as appropriate:
 - i. providing adequate compensation or other appropriate remedy to any victim of the adverse impact;
 - ii. addressing the cause of the adverse impact so as to avoid further similar adverse impacts; and
 - iii. revising its operational policies and procedures, and any other action as may be necessary to seek to avoid similar adverse impacts in the future.
- 24.8 The Supplier shall implement due diligence procedures, in accordance with the UN Guiding Principles on Business and Human Rights, for its own operations, its subcontractors, and suppliers to identify actual or potential Human Rights impacts in its supply chains and take the necessary steps to prevent, mitigate or remediate an adverse impact.

- 24.9 The Supplier shall notify the Customer as soon as reasonably practicable if it becomes aware:
- a) of any potential or actual adverse Human Rights impact resulting from its activities or through its relationships with subcontractors, suppliers or other third parties;
 - b) that it or any of its officers, employees [or other persons associated with it:
 - i. have been convicted of any offence involving a breach of Human Rights; or
 - ii. are the subject of any investigation, inquiry or enforcement proceedings by any government, administrative or regulatory body regarding any offence or alleged offence of or in connection with a breach of Human Rights; or
 - c) of any actual or potential breach of its obligations under clauses 24.6 to 24.8.

Further Assurance

- 24.10 The Supplier shall:
- (a) maintain a complete set of records to trace the supply chain of all Goods provided to the Customer in connection with this Contract; and
 - (b) permit the Customer and its third party representatives, on reasonable notice during normal business hours (but without notice in case of any reasonably suspected breach of any of the provisions of this clause 24) to have access to the Supplier's premises, have access to and take copies of the Supplier's records and any other information, and to meet with the Supplier's personnel to audit the Supplier's compliance with any and all of its obligations in this clause 24.
- 24.11 The Supplier represents, warrants and undertakes that it conducts its business in a manner that is consistent with this clause 24.
- 24.12 The Supplier shall ensure that any person associated with the Supplier who is performing services in connection with this 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 24 (**Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.
- 24.13 Breach of this clause 24 shall be deemed a material breach under clause 14.1.1.

25 Indemnity

The Supplier shall indemnify and keep indemnified the Customer against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Customer as a result of any breach of clause 24.

26 Conflicts within contract

If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail.

27 Assignment and other dealings

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

(b) The Supplier may not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Customer.

28 Third party rights

28.1 A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

28.2 Any Affiliate of the Customer shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

29 Governing law

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

30 Jurisdiction

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