

PURCHASE ORDER CONDITIONS

1 TERMS OF AGREEMENT

- 1.1 These Conditions (and any applicable annexures hereto) apply to and form part of the Contract between the Supplier and the Customer for the purchase of the Deliverables pursuant to the terms of a Purchase Order. These terms and conditions are to the exclusion of any other issued terms and conditions of purchase or supply unless otherwise stated to the contrary on the Purchase Order.
- 1.2 No terms or conditions endorsed on, delivered with, or contained in the Supplier's quotation, sales conditions, confirmation of order, specification or other document shall form part of the Contract even if the Supplier purports to condition its acceptance of the Purchase Order on the Customer's agreement to such different or additional terms.
- 1.3 Acceptance of a Purchase Order by the Supplier shall occur when it is expressly accepted by the Supplier (whether by electronic means or otherwise) or by any other conduct of the Supplier which the Customer reasonably considers is consistent with acceptance of the Purchase Order. Notwithstanding the foregoing, a Purchase Order may be withdrawn or amended by the Customer at any time before acceptance by the Supplier. Upon such acceptance by the Supplier a Contract is formed in respect of the Purchase Order accepted.
- 1.4 Where the Customer proposes a variation to the Contract, the parties shall negotiate in good faith any amendment to the applicable Purchase Order to incorporate such variation providing for an equitable adjustment to the price, time for performance or both. During the period of the negotiations, each Party shall continue to comply with its remaining obligations under the Contract.

2 DEFINITIONS

- 2.1 In these Conditions, the following definitions shall apply:

"Acceptance Conditions" means:

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

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with, a Party from time to time during the term of this Contract.

"Bribery Laws" means the Bribery Act 2010 and all applicable laws in connection with bribery or anti- corruption and associated guidance published by the Secretary of State for

Justice under the Bribery Act 2010.

“**Business Days**” means any day other than a Saturday, Sunday and any public, statutory or bank holiday. “**Conditions**” means the Customer’s terms and conditions of purchase set out in this document.

“Confidential Information” means any information concerning the Customer, GA Affiliates, and their respective commercial, financial or technical information, whether relating to the Deliverables, plans, know-how or trade secrets, or which is otherwise notified to the Supplier as being confidential in nature, or which is developed by the Customer (and / or GA Affiliates) in performing its obligations under, or otherwise pursuant to, the Contract and / or the Purchase Order.

“Contract” means the agreement between the Supplier and the Customer for the sale and purchase of the Deliverables set out or referenced in the Purchase Order which incorporates these Conditions, the annexures hereto, the Purchase Order and all of its schedules, attachments, annexures, and any statements of work.

“Customer” means the party named on the Purchase Order who issued the said Purchase Order to the Supplier to provide or procure the provision of the Deliverables.

“Data Protection Laws” means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (each as amended, consolidated or re-enacted from time to time) which relates to data protection to which a Party is subject, including the Data Protection Act 2018, the GDPR; and (b) any code of practice or guidance published by the Regulator from time to time.

“Data Protection Terms” shall mean the Customer’s data protection terms set out at: <https://www.go-ahead.com/site-services/data-protection-terms-and-conditions>.

“Deliverables” means the Goods and/or Services stated in the Purchase Order.

“Delivery” means the time at which the Acceptance Conditions are satisfied.

“Delivery Date” means the date or dates specified in the Purchase Order by which the Supplier is required to deliver / perform the Deliverables.

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

“EU GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).

“Force Majeure Event” 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 including an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for performance of the Contract; a national strike, lockout or boycott or other industrial action except strikes or other industrial disputes involving the Supplier’s or its suppliers’ workforce save that such event or sequence of events does not include a pandemic or endemic of which the Party seeking to rely on such term is aware (or ought to have been aware) at the date of this Agreement as being in existence or is likely to be in existence during the Term.

“GA Affiliate” means The Go-Ahead Investment Bidco Limited (14127923) and any of its Affiliates.

“**GDPR**” means, as applicable, the UK GDPR or the EU GDPR.

“**Goods**” means tangible goods and Documentation.

“**Intellectual Property Rights**” means patents, any extensions of the exclusivity granted in connection with patents, petty patents, utility models, registered designs, applications for any of the foregoing, the right to apply for any of the foregoing; copyrights, (including without limitation copyright in software), design rights, semi-conductor topography rights, moral rights, database rights, trademarks, service marks, applications for any of the foregoing, the right to apply for any of the foregoing; rights (whether registered or not) in trade names, business names, brand names, get-up and logos, rights in know-how, trade secrets and confidential information, data exclusivity rights, data and all other forms of intellectual property right (having equivalent or similar effect to the foregoing) which may exist anywhere in the world.

“**Purchase Order**” means the order made by the Customer for the purchase of the Deliverables in the format presented by the Customer.

“**Regulator**” means the the national regulator for data protection which has the same meaning as set out in the GDPR.

“**Services**” means the Services specified in the Purchase Order, and to be supplied by the Supplier to the Customer in accordance with the Contract.

“**Subcontractor**” means a third party performing Services or delivering the Goods for and on behalf of the Supplier, whether pursuant to a contract or otherwise.

“**Supplier**” shall mean the party named on the Purchase Order who is to provide, or procure the provision of, the Deliverables.

“**Supplier Personnel**” mean the Supplier’s employees, consultants, agents, independent contractors and Subcontractors.

“**Third Party Intellectual Property**” means the Intellectual Property Rights of a third party which the Supplier uses or incorporates into the Services or supplies as part of the Goods.

“**UK GDPR**” means EU GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

“**Warranty Period**” means a period of 24 months from the acceptance of the Deliverables.

2.2 In these Conditions, and unless the context otherwise requires:

- 2.1.1 a reference to the Contract includes these Conditions, the Purchase Order and their respective schedules, appendices and annexures (if any);
- 2.1.2 a reference to a “**Party**” means the Supplier or the Customer and includes that Party’s personal representatives, successor and permitted assigns and a reference to “**Parties**” means both of them and includes their respective representatives, successors and permitted assigns;

- 2.1.3 a reference to a '**person**' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 2.1.4 words in the singular include the plural and vice versa;
- 2.1.5 a reference to "**writing**" or "**written**" includes email;
- 2.1.6 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time;
- 2.1.7 terms defined in the GDPR have the same meaning as in that legislation unless the context suggests otherwise.
- 2.1.8 a reference to legislation includes all subordinate legislation made from time to time under that legislation.

3 DELIVERY AND PERFORMANCE

- 3.1 Unless the Customer expressly instructs otherwise, the Supplier shall deliver all Goods and perform Services at the delivery address set forth in the Purchase Order (or such other address as notified to the Supplier by the Customer prior to the Delivery Date of the Goods and / or, as the case may be, of performance of the Services) on the Delivery Date. The Seller assumes responsibility for all packaging, shipping and delivery charges including, without limitation, customs, duties, costs, taxes and insurance.
- 3.2 Time is of the essence in respect of the Delivery Date. The Supplier will immediately notify to the Customer if the Supplier's timely performance under the Purchase Order is likely to be delayed and / or the Goods and / or Services will not be Delivered by the Delivery Date. The Customer's acceptance of such notice will not constitute the Customer's waiver of any of the Customer's rights or a variation to, or waiver of, the Supplier's obligations.
- 3.3 If the Supplier fails to Deliver any of the Deliverables by the Delivery Date, the Customer may at its sole discretion, and without prejudice to any other right and remedy:
 - 3.3.1 terminate the Contract;
 - 3.3.2 purchase the same or similar Deliverables from another supplier without any liability to the Supplier in respect thereof;
 - 3.3.3 refuse to accept the delivery or, as the case may be, the performance of any more Deliverables under the Contract;
 - 3.3.4 recover from the Supplier all costs and losses resulting to the Customer from the failure in performance or, as the case may be, Delivery including the amount by which the price payable by the Customer to acquire those Deliverables from another supplier exceeds the price payable under the Contract and any loss of profit; and

3.3.5 all or any of the foregoing.

3.4 In the absence of any requirement made by the Customer, the Supplier shall preserve, pack, package, handle and insure the Goods so as to protect the Goods from loss or damage in accordance with best commercial practices.

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

3.6 The Supplier shall include, with each delivery of Goods, a packing list identifying the relevant Purchase Order number, the Customer part number for each of the Goods (if applicable), a description and the quantity of each of the Goods, and the date of despatch.

3.7 Where required by the Customer, the Supplier shall remove from the Customer's premises all packaging and temporary fixings necessary for the delivery of the Goods or performance of the Services and leave the delivery area and all of the Customer premises clear of waste.

4 INSPECTION AND ACCEPTANCE

4.1 The Customer will not have accepted, nor be deemed to have accepted, the Deliverables until the Acceptance Conditions are fulfilled and the Customer has notified confirmation of such to the Supplier in writing.

4.2 Where the Acceptance Conditions are not fulfilled, the Customer may:

4.2.1 return the non-conforming Goods or, as the case may be, reject the non-performing Services, in each case for a full refund or credit (and which the Supplier shall pay or credit accordingly); or

4.2.2 require the Supplier to replace the non-conforming Goods or, as the case may be, re-perform the late or non-performing Services; and / or

4.2.3 repair itself, at the Supplier's expense, or require the Supplier to repair (at the Supplier's expense), the non-conforming Goods or complete itself (at the Supplier's expense), or require the Supplier to complete, the non-performing Services so that each requirement meets the requirements stated in the Contract.

4.3 In the alternative to clause 4.2, the Customer may accept the non-conforming Goods or the non-performing Services conditional on the Supplier providing a refund or credit in an amount the Customer reasonably determines to represent the diminished value of the non-conforming Deliverables. Notwithstanding the foregoing, any acceptance of late, defective or incomplete Deliverables, or any payment made in respect thereof, shall not constitute a waiver or any of the Customer's rights and remedies hereunder.

4.5 The Customer's payment to the Supplier for Goods or Services prior to the Customer's timely rejection of such Goods or Services as non-conforming will not be deemed as acceptance by the Customer.

4.6 The Customer will hold any Goods or Services rejected under the Purchase Order at the Supplier's risk and expense, including storage charges, while awaiting the Supplier's

returns shipping instructions. The Supplier will bear all return shipping charges, including without limitation, insurance charges the Customer incurs on the Supplier's behalf.

- 4.7 The Customer may inspect and test the Deliverables during performance, or during manufacture or processing prior to despatch, and the Supplier shall provide to the Customer access to and use of all facilities reasonably required. Any inspection or testing of the Deliverables shall not be deemed to be acceptance of the Deliverables or a waiver of any of the Customer's other rights and remedies, including its right to reject any Goods or Services that do not meet the Acceptance Criteria.

5 RISK AND TITLE

- 5.1 Title and risk in the Deliverables shall pass to the Customer upon Delivery.
- 5.2 Where the Supplier provides maintenance or repair services on the Customer's goods (including but not limited to the Goods), the Supplier shall identify such goods as property of the Customer and hereby agrees that title to such goods shall remain with the Customer at all times but risk of loss in such goods shall remain with the Supplier whilst the Customer's goods are in its possession.

6 PRICE

- 6.1 Unless otherwise specified in the Purchase Order, the price for the Goods and/or Services includes all taxes and other charges such as freight and delivery charges, duties, customs, tariffs, imposts and government-imposed surcharges. Notwithstanding the foregoing, no increase in the price may be made by the Supplier after the Purchase Order is placed by the Customer.
- 6.2 All prices are fixed.

7 INVOICES

- 7.1 The Supplier shall invoice the Customer upon Delivery of the Goods and/or Services, or such other later agreed time. Each invoice shall include the following information:
- 7.1.1 a reference to the Purchase Order (and its number);
 - 7.1.2 a detailed description of the Delivered Goods and Services, including the date of delivery and/or period of Services to which the invoice relates and the relevant quantity;
 - 7.1.3 an individual reference number for the Customer to quote with remittance of payment; and
 - 7.1.4 the price relating to the Goods and/or Services, broken down to reflect the same price components set out in the Purchase Order and such that any taxes and other charges are separately identifiable from the price.
- 7.2 The Supplier shall, promptly and upon request, provide the Customer with all relevant records to calculate and verify the amount set out in any invoice.

7.3 The Customer may withhold approval and / or money due to the Supplier under the Contract if the Goods or, as the case may be, the Services (and, in each case, any part of them) are defective. The withholding of such approval and / or money does not absolve the Supplier from its obligations under this Contract.

8 PAYMENT

8.1 The Customer shall pay to the Supplier the price stated in the Purchase Order within 30 days of the date of receipt of the invoice issued by the Supplier in accordance with Condition 7.

8.2 Without prejudice to any other remedy, the Customer shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Supplier on any account whatsoever.

8.3 Time of payment is not of the essence. Where sums due under the Contract are not paid in full by the due date, to compensate the Supplier for all loss from the Customer's breach, the Customer shall pay on the sum overdue interest (before and after judgment) on a daily basis until payment in full at the rate of 1.5 per cent per annum above the Official Bank Rate from time to time of the Bank of England. The Supplier acknowledges that this is a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

8.4 The Customer shall pay any properly accountable value added tax at the time that it makes the payment under this Condition 8, provided that the Customer is provided with an invoice which validly sets out the amount of legitimate VAT payable.

9 REPRESENTATIONS AND WARRANTIES

9.1 At all times, the Supplier represents and warrants
that it:

9.1.1 understands the Customer's business and needs;

9.1.2 has the full power to enter into the Contract and to perform its obligations under the Contract;

9.1.3 has all consents, licences and authorisations necessary to deliver and perform the Deliverables;

9.1.4 shall observe, and ensure that the Supplier Personnel will observe, all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises including the Location;

9.1.5 shall ensure that the Supplier Personnel use reasonable skill and care in the delivery and performance of the Deliverables;

9.1.6 shall conduct such tests, including pre-delivery and post-delivery acceptance tests and inspections, in relation to the Deliverables prior to delivery or performance as

the Customer may require at its reasonable discretion;

- 9.1.7 shall ensure the Deliverables, and the Customer's use of the Deliverables, do not and will not (in each case on a full indemnity basis) infringe any Third Party Intellectual Property Rights, right of publicity or privacy, or any other proprietary rights, whether contractual, statutory or common law;
 - 9.1.8 shall ensure the Deliverables conform to the description, specifications and service levels set out in the Purchase Order and are suitable for the intended use;
 - 9.1.9 shall ensure the Deliverables comply with all applicable quality standards and, to the extent not covered by the foregoing, all applicable legislation;
 - 9.1.10 shall ensure the Goods are of satisfactory quality within the meaning of the Sale of Goods Act 1979;
 - 9.1.11 shall ensure that the Services are supplied with the reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982 (Part II, section 13);
 - 9.1.12 shall ensure that any media on which the results of the Services are supplied are free from defects in material and workmanship and are of satisfactory quality within the meaning of the Sale of Goods Act 1979;
 - 9.1.13 without prejudice to the foregoing, comply with all applicable laws and standards; and
 - 9.1.14 the Goods are free from defects in design, material and workmanship.
- 9.2 The Customer warrants and represents to the Supplier that it has the full power to enter into the Purchase Order and to perform its obligations under the Purchase Order.
- 5.3 In the event that the Supplier does not comply with the representations and warranties set out in Conditions 9.1.7 to 9.1.14 (all inclusive), at the Customer's option, the Supplier shall promptly remedy, repair, replace, correct, reperform or refund the price of any such Deliverables provided that the Customer serves a written notice to the Supplier within the Warranty Period that some or all of the Deliverables do not comply with any of Conditions 9.1.7 to 9.1.14 (all inclusive).
- 9.3 The Customer's rights are in addition to, and do not exclude or modify, the rights and conditions contained in sections 12 to 16 inclusive of the Supply of Goods and Services Act 1982, and sections 13 to 15 inclusive of the Sale of Goods Act 1979.
- 9.4 Where the Supplier is not the original equipment manufacturer ("OEM") of the Goods it hereby assigns the benefit of all and any OEM warranty(ies) granted by the OEM in respect of such Goods to the Customer, or, if such transfer and assignment is deemed ineffective, the Supplier shall take all such acts and execute all and any documents required (and shall use all reasonable endeavours to procure that the OEM does the same at no cost to the Customer unless otherwise agreed by the Customer (acting reasonably)) in order to assign the benefit of all and any OEM warranty(ies) in respect of the Goods to the Customer within ten (10) Business Days of a request to do so by the Customer. In the event that such OEM warranty(ies) are not capable of transfer or assignment, the Supplier shall

notify to the Customer the same prior to supplying the Goods and the Customer shall have the right to reject the Goods and shall require the Supplier to procure the supply of such replacement goods which will permit the Customer to be a beneficiary of any warranty(ies) thereunder.

- 9.5 All Intellectual Property Rights attached to the Goods and / or the Services delivered and / or performed by the Supplier will belong to the Customer other than those Intellectual Property Rights which are owned by or licensed to the Supplier before the earlier of the Delivery Date and the date that the Supplier agreed to provide the Goods and / or perform the Services. Notwithstanding the foregoing, the Supplier shall take all such actions and execute all such documents to vest title into the name of the Customer in respect of the Customer Intellectual Property Rights unless otherwise agreed.

10 DATA PROTECTION

- 10.1 The Parties agree that the Supplier and the Customer shall comply at all times with their respective obligations under the Data Protection Laws.
- 10.2 The Parties agree that the Supplier is not authorised to Process Personal Data on behalf of the Customer.
- 10.3 The Supplier agrees and warrants that it shall not otherwise collect, store or Process Personal Data of which Customer is Data Controller and the Supplier understands that it is not permitted by the Customer to do so.
- 10.4 In the event that the Customer consents to the Supplier Processing Personal Data, of which the Customer is Data Controller, the Supplier must comply at all times with the Data Protection Terms. In the event that the Supplier Processes Personal Data without such consent, and without prejudice to the Supplier's obligation to comply at all times with the Data Protection Terms, this will be considered a material breach by the Supplier and entitle the Customer to terminate this Contract with immediate effect.
- 10.5 This Condition 10 shall survive termination (for whatever reason and howsoever arising) or expiry of the Contract.

11 ASSIGNMENT AND SUBCONTRACTING

- 11.1 The Supplier may not assign any of its rights or delegate any of its obligations under the Contract without the Customer's prior written consent.
- 11.2 If the Customer consents to the use of a Subcontractor to perform its obligations in respect of the Deliverables, the Supplier: (i) guarantees, and will remain liable for, the performance of all subcontracted obligations as primary obligor; (ii) shall indemnify the Customer against any and all Claims incurred by the Customer or any third party and caused by the acts and omissions of the Subcontractors (and any person so engaged by such Subcontractor); and (iii) must make all payments to its Subcontractors which arise out of the Purchase Order.
- 11.3 If the Supplier fails to pay a Subcontractor in a timely fashion for the Supplier's obligations under the Contract, the Customer will have the right, but not the obligation, to pay to the Subcontractor the proper amounts due to the Supplier and offset any amount due to the

Supplier by the amount paid to the Subcontractor. The Supplier will defend, indemnify and hold the Customer harmless for all damages and costs of any kind, without limitation, incurred by the Customer in connection with the Supplier's failure to pay a Subcontractor.

- 11.4 To the extent allowed by applicable law, no person who is not a party to the Purchase Order shall be entitled to enforce or take the benefit of any of its terms whether as a result of applicable legislation, custom or otherwise.

12 TERMINATION

- 12.1 The Customer may terminate the Contract, at any time and for any reason, by giving no fewer than ten (10) Business Days prior written notice to the Supplier. The Customer may further terminate the Contract at any time by giving written notice to the Supplier if:

12.1.1 the Supplier commits a material breach of the Contract and such breach is not remediable (including but not limited to a termination pursuant to Condition 10.4);

12.1.2 the Supplier commits a material breach of the Contract which is not remedied within five Business Days (or such other reasonable time the Customer so decides) of receiving written notice of such breach; or

12.1.3 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

12.1.4 either Party is prevented from performing its obligations for a continuous period exceeding twenty Business Days due to a Force Majeure Event.

- 12.2 Upon receipt of notice of such termination, the Supplier will inform the Customer of the extent to which it has completed performance of the Purchase Order as of the date of the notice, and the Supplier will deliver to the Customer whatever Goods or Services then exists. Other than where Conditions 12.3 or 12.4 apply, the Customer will pay to the Supplier for all Goods Delivered, as well as what the Customer deems (acting reasonably) to be a quantum meruit amount for all Services performed and accepted up to the effective date of the termination, provided always that the Customer will not be obligated to pay any more than the payment that would have become due had the Supplier Delivered the Goods and / or, as the case may be, the Services. The Customer will have no further payment obligation in connection with any termination.

- 12.3 The Customer may terminate the Contract at any time by giving notice in writing to the Supplier if the Supplier:

12.3.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

12.3.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Customer reasonably believes that to be the case;

12.3.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;

- 12.3.4 becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
 - 12.3.5 becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;
 - 12.3.6 becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
 - 12.3.7 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 12.3.8 has a resolution passed for its winding up;
 - 12.3.9 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 12.3.10 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven calendar days of that procedure being commenced;
 - 12.3.11 has a freezing order made against it;
 - 12.3.12 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title in those items;
 - 12.3.13 is subject to any events or circumstances analogous to those in sub-Conditions 12.3.1 to 12.3.12 (inclusive) in any jurisdiction.
- 12.4 Termination or expiry of the Contract shall not affect any accrued rights and liability of the Customer at any time up to the date of termination.

13 CONFIDENTIAL INFORMATION AND PUBLICITY

- 13.1 The Supplier shall keep confidential all Confidential Information of the Customer and of any GA Affiliate of the Customer, shall only use the same as required to perform the Contract, and must not disclose the Confidential Information to any third party. The provisions of this Condition 13.1 shall not apply to:
- 13.1.1 any information which was in the public domain at the date of the Contract;
 - 13.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
 - 13.1.3 any information which is independently developed by the Supplier without using information supplied by the Customer or by any GA Affiliate; or
 - 13.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

- 13.2 This Condition 13 shall remain in force for a period of five years after termination of the Contract.
- 13.3 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.
- 13.4 To the extent any Confidential Information is also Protected Data, such Confidential Information may only be disclosed or used to the extent that such disclosure or use is in compliance with, and does not conflict with, the provisions of Condition 10.

14 INDEMNIFICATION

- 14.1 For the purposes of this Condition 14, a “**Claim**” is any claim, demand, loss, damage, liability, cost and expense (including professional fees and costs as incurred) which are brought against, or incurred or suffered by, one Party (the “**Indemnified Party**”) for which the other Party (the “**Indemnifying Party**”) is obligated to defend, indemnify and hold harmless the other Indemnified Party.
- 14.2 The Supplier shall defend, indemnify and hold the Customer harmless from and against any and all Claims arising out of or in connection with any (i) act or omission of the Supplier (including its Subcontractors) in the delivery and performance of the Goods and/or Services; and / or (ii) any infringement or alleged infringement of any Third Party Intellectual Property Rights or any other rights; and / or (iii) any breach of Clause 10.
- 14.3 An Indemnifying Party will indemnify and hold the Indemnified Party harmless from and against any and all Claims, as incurred, arising out of any negligent or willful acts or omissions of the Indemnifying Party which results in personal injury (including death) or, subject to Condition 14, damage to tangible property (not including lost or damaged data).
- 14.4 The Indemnified Party will provide to the Indemnifying Party a prompt written notice of the Claim and, to the extent appropriate in the opinion of the Indemnified Party, permit the Indemnifying Party to control the defence, settlement, adjustment, or compromise of any Claim. The Indemnified Party may employ counsel at its own expense to assist it with respect to any Claim. The Indemnified Party will have no authority to settle any Claim on the Indemnifying Party’s behalf.
- 14.5 If a third party enjoins or interferes with the Customer’s use of any Goods or Services then, in addition to the Supplier’s obligations under Condition 14.2, the Supplier will use its best efforts to:
 - 14.5.1 obtain any licenses necessary to permit the Customer to continue to use the Goods or Services;
 - 14.5.2 replace or modify the Goods or Services as necessary to permit the Customer to continue to use of the Goods or Services; or
 - 14.5.3 if Conditions 14.5.1 and 14.5.2 are not commercially reasonable, then promptly refund to the Customer the amount paid for any Goods or Services for which a third party enjoins or interferes with the Customer’s use of Goods or Services.

14.6 Nothing in this Condition 14 shall limit any other remedy of the parties.

15 LIABILITY

15.1 Notwithstanding anything else in the Contract, the Customer will not be liable to the Supplier with respect to the subject matter of the Contract under contract, tort (including negligence), strict liability or other legal or equitable theory for any amounts in excess of the amount the Customer is required to pay under the Purchase Order.

15.2 In no event will the Customer be liable to the Supplier for any incidental, indirect, special, consequential damages or loss of profits arising out of, or in connection with, the Contract, whether or not the Customer was advised of the possibility of such damage.

15.3 Nothing in the Contract limits either Party's liability for death or personal injury caused by negligence; fraud or fraudulent misrepresentation; and other losses which cannot be excluded or limited by law; and any losses caused by the willful misconduct of a Party.

15.4 Subject to Condition 15.3, the Customer's total liability shall not exceed the price paid by the Customer to the Supplier pursuant to the terms of the Contract at the time the liability arises.

16 INSURANCE

The Supplier shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom insuring the Services and any of the Customer's materials in the Supplier's possession against the usual risks, including accident, fire and theft, for their full replacement value until the risk in them passes to the Customer, and insuring against all other risks that a prudent Supplier should consider reasonable. On request, the Supplier shall supply reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Supplier shall on request assign to the Customer the benefit of such insurance.

17 COMPLIANCE WITH LAWS

17.1 The Supplier represents and warrants that it will comply with all applicable local and national laws and regulations pertaining to its performance of its obligations under the Contract.

17.2 Without limiting the Supplier's obligations under Condition 17.1, the Supplier undertakes, warrants and represents that:

17.2.1 it shall, and it shall ensure that its Supplier Personnel and any and all Subcontractors acting on behalf of the Supplier will, comply with all provisions of the Modern Slavery Act 2015 and, notwithstanding the foregoing, develop and provide to the Customer an anti-slavery policy, which is at least equivalent to the Customer's anti-slavery policy (which shall be provided to the Supplier on request);

17.2.2 it shall implement a system of training for its employees and suppliers and Subcontractors to ensure compliance with its own anti-slavery policy;

17.2.3 it is not aware of any circumstance within its supply chain which could give rise to an

investigation relating to an offence or prosecution under the Modern Slavery Act 2015;

17.2.4 it shall, and shall ensure that its Supplier Personnel and any and all Subcontractors acting on behalf of the Supplier will, not commit, cause, facilitate or contribute to the commission of any person (including the Customer) (a) an offence under sections 45 and 46 of the Criminal Finances Act 2017 (“CFA”); (b) a UK Tax Evasion Offence (as construed in accordance with the CFA); or (c) a Foreign Tax Evasion Offence (as construed in accordance with the CFA), in each case, in connection with the performance of the Contract; and

17.2.5 it shall, and shall ensure that its Supplier Personnel and any and all Subcontractors acting on behalf of the Supplier will, comply with all Bribery Laws and ensure that adequate procedures to prevent bribery are in place.

18 GENERAL

18.1 Any notice to be given under the Contract will be in writing and addressed to the Party at the address stated in the Purchase Order. Notices will be deemed given and effective (i) if personally delivered, upon delivery; (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by electronic mail, at such time as the Party which sent the notice receives confirmation of receipt by the applicable method of transmittal; or (iv) if sent by certified or registered mail, within two Business Days of sending.

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

18.3 If any court of competent jurisdiction holds that any provision of the Contract is illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of the Purchase Order will not be affected or impaired, and all remaining terms of the Contract remain in full force and effect, provided that this provision shall not be applied to defeat the intent of the parties.

18.4 A party’s election not to insist on strict performance of any requirement of the Contract will not operate or be construed to waive any future omission or breach, or any other provision of the Contract.

18.5 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 or under any other contract which the Customer has with the Supplier. 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.

18.6 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.

- 18.7 The Supplier recognises that any breach or threatened breach of the Contract may cause the Customer irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Customer, the Supplier acknowledges and agrees that the Customer is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
- 18.8 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. 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.
- 18.9 The Supplier shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

19 GOVERNING LAW

- 19.1 The validity, interpretation, and performance of this Contract (and any matter arising out of the same) will subject to, and construed in accordance with, the laws of England and Wales.
- 19.2 The Parties irrevocably submit to the exclusive jurisdiction of the High Court of England in respect of any claim (whether contractual or non-contractual) arising out of or in connection with this Contract.
- 19.3 Notwithstanding the foregoing, either Party may seek interim or temporary injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such Party's Intellectual Property Rights.