The Customer's attention is particularly drawn to the provisions of clause 12 (Limitation of liability).

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 8.00am to 5.15pm Monday to Thursday and 8.00am to 1.00pm on Fridays.

Commencement Date: has the meaning given **in** clause 2.2**.**

Conditions: these terms and conditions as amended from time to time in accordance with clause 17.8.

Contract: the contract between the Supplier and the Customer for the supply of Goods or Services in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be interpreted accordingly.

Customer: the person or firm who purchases the Goods or Services from the Supplier.

Delivery Location: has the meaning given in clause 4.2.

Force Majeure Event: has the meaning given to it in clause 16.

Goods: the goods (or any part of them) set out in the Order.

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

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for the supply of Goods or Services or Goods and Services, as set out in the Customer's purchase order form, or the Customer's written acceptance of the Supplier's quotation, or overleaf, as the case may be.

Services: the services, supplied by the Supplier to the Customer as set out in the Service Specification.

Service Specification: the description or specification for the Services provided in writing by the Supplier to the Customer.

Supplier: means Plasma Biotal Ltd. (Reg. in England No 2490949)

Supplier Materials: has the meaning given in clause 8.1(h).

1.2 Interpretation:

(a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its personal representatives, successors and permitted assigns.

(c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

(d) Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

(e) A reference to **writing** or **written** excludes fax but not email.

2. Basis of contract

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

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order, at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures or on its website are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract nor have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.5 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 60 days from its date of issue unless otherwise stated.

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

2.7 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

3. Goods

3.1 The Goods are described in the Goods Specification.

3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify the Supplier 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 all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Supplier's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.

3.3 The Supplier reserves the right to amend the Goods Specification if required by any applicable law or regulatory requirement, and the Supplier shall notify the Customer in any such event.

4. Delivery of Goods

4.1 The Supplier shall ensure that each delivery of the Goods: is accompanied by an advice note or certificate of release which shows the date of the Order, the type and quantity of the Goods (including the code number of the Goods, where applicable),

4.2 The Supplier shall deliver the Goods to the location set out in the Order, or such other location as may be agreed between the parties. Where the Customer elects to use its own courier or freight account, the Customer shall be responsible for arranging collection from the Supplier’s premises. Where no such arrangement is made, the Supplier shall arrange delivery at the Customer’s cost.

4.3 Delivery shall be completed on unloading at the Delivery Location or, where the Customer collects, on loading at the Supplier's premises

4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.6 If the Customer fails to take or accept delivery or collection of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready for delivery or collection, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

(a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and

(b) the Supplier shall store the Goods (whether awaiting collection or onward delivery) until actual delivery or collection takes place, and charge the Customer for all related costs and expenses including reasonable storage and insurance charges.

4.7 If ten Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery or collection the Customer has not taken or accepted actual delivery or collection of them, the Supplier may without prejudice to any other rights or remedies it may have—resell or otherwise dispose of part or all of the Goods. Where the Goods are resold, the Supplier shall be entitled to recover from the Customer any shortfall between the Contract price and the resale price, together with all reasonable storage, insurance, and administrative costs incurred. If the Goods were manufactured or sourced specifically to the Customer's specification and are not reasonably resellable, the Supplier may charge the Customer the full Contract price notwithstanding the Customer's failure to take or accept delivery.

4.8 If the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered, calculated on a dry weight basis, the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, the Supplier shall make a pro rata adjustment to the invoice for the Goods

4.9 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Quality of Goods

5.1 The Supplier warrants that on delivery the Goods shall:

(a) conform in all material respects with the Goods Specification;

(b) be free from material defects in design, material and workmanship; and

5.2 Subject to clause 5.3, the Supplier shall only be liable for a failure of the Goods to comply with the warranty set out in clause 5.1 if:

(a) the Customer inspects the external condition of the Goods and their packaging promptly following receipt and inspects the Goods themselves as soon as reasonably practicable after opening and before they are processed, transferred, mixed or otherwise used;

(b) the Customer gives the Supplier written notice of any shortage, damage to packaging or other non-conformity which is or ought reasonably to be apparent on inspection within five Business Days after receipt;

(c) in the case of alleged contamination or any other defect not reasonably apparent on that inspection, the Customer gives the Supplier written notice promptly after discovery and in any event within 90 days after receipt provided that, where the Customer demonstrates by reasonable supporting evidence, including contemporaneous records and, where reasonably available, scientific or test evidence that the alleged defect: (i) existed at the time of receipt; and (ii) could not reasonably have been discovered within that 90-day period, the Customer shall give notice within five Business Days after discovery.

(d) the notice identifies the relevant Goods, batch or lot number, Order and invoice, describes the alleged defect in reasonable detail and includes all reasonably available supporting evidence, including photographs and contemporaneous records of receipt, storage, opening, handling and use;

(e) the Customer immediately stops using the affected Goods, retains the Goods, their original packaging and a representative sample in the condition in which the alleged defect was discovered, and gives the Supplier a reasonable opportunity to inspect and test them; and

(f) the Customer (if asked to do so by the Supplier) returns such Goods,original packaging and representative sample to the Supplier's place of business at the Customer's cost,

Subject to clause 5.3 and any liability or obligation which cannot lawfully be excluded, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full. Subject to any liability or obligation which cannot lawfully be excluded, no contractual claim for repair, replacement or refund under this clause 5 may be notified later than 12 months after delivery or after any earlier expiry date or retest date stated in the Goods Specification, certificate of analysis, label or accompanying documentation.

5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:

(a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;

(b) the Customer does not comply with the inspection, notification, evidence, preservation or return requirements in clause 5.2;

(c) the defect or contamination arises after receipt as a result of the Goods or their packaging being opened, damaged or compromised, or as a result of the Goods being processed, transferred, mixed or otherwise exposed to the Customer's premises, equipment, personnel or environment;

(d) the alleged defect is notified after the applicable deadline in clause 5.2(c);

(e) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;

(f) the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;

(g) the Customer alters or repairs such Goods without the written consent of the Supplier;

(h) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

(i) the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

5.6 The Goods may be suitable for use in medical devices, tissue engineering, cosmetic or research applications, but the Supplier gives no warranty, representation or undertaking as to the performance of the Goods in any specific clinical or commercial context. It is the sole responsibility of the Customer to ensure that the Goods are suitable for the Customer's intended purpose and to obtain and maintain all necessary regulatory approvals, licences or clearances for such use.

5.7 Unless expressly agreed in writing, the Goods are not certified as medical devices, and the Supplier disclaims any liability arising from their use in human or animal subjects.

5.8 Nothing in this clause 5 shall prevent the Supplier from investigating any alleged defect, contamination or product-safety concern where the Supplier considers it appropriate to do so or where an investigation is required by applicable law, regulation, an applicable quality management system, a competent regulatory authority or the Supplier's insurers. The carrying out of any such investigation shall not constitute an admission of liability, a waiver of any provision of this clause 5 or an agreement to repair, replace or refund the Goods.

6. Title and risk

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until

(a) the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

(a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;

(d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(d); and

(e) give the Supplier such information as the Supplier may reasonably require from time to time relating to:

(i) the Goods; and

(ii) the ongoing financial position of the Customer.

6.4 At any time before title to the Goods passes to the Customer, the Supplier may:

(a) require the Customer to deliver up all Goods in its possession that have not irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. Supply of Services

7.1 The Supplier shall supply the Services to the Customer in accordance with the Service Specification in all material respects.

7.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services indicated to the Customer, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3 The Supplier reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

7.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

7.5 Where the Services include the provision of bioactive coating to substrates or devices supplied by the Customer:

7.5.1 The Customer warrants that the substrates or devices are suitable for coating and free from defects which may impair coating adhesion or performance.

7.5.2 The Supplier shall not be liable for defects in the coating arising from defects in or contamination of the Customer’s substrates or devices.

7.5.3 The Customer acknowledges that coatings may alter the physical or regulatory characteristics of the substrate or device, and the Customer is solely responsible for validating the finished product for its intended application.

8. Customer's obligations

8.1 The Customer shall:

(a) ensure that the terms of the Order and any information it provides in either or both the Service Specification and the Goods Specification are complete and accurate;

(b) co-operate with the Supplier in all matters relating to the Services;

(c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;

(d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

(e) prepare the Customer's premises for the supply of the Services;

(f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

(g) comply with all applicable laws, including health and safety laws;

(h) keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and

(i) comply with any additional obligations as set out in the Service Specification or the Goods Specification or both;

8.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

(a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and

(c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

9. Charges and payment

9.1 The price for Goods:

(a) shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of the order; and

(b) shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.

9.2 In relation to Services:

(a) the charges shall be fixed, according to the labour and materials required for the specific device as set out in the Order;

(b) Where the Services comprise coating of medical devices, the price shall be fixed according to the labour and materials required for the specific device, based on a standard ten (10) day turnaround time. Expedited turnaround services are subject to the following surcharges on the standard price: 25% increase for a 5-day turnaround, 50% increase for a 3-day turnaround, 100% increase for next-day turnaround; and 300% increase for same-day turnaround. Carriage and transport costs are additional and will be invoiced separately.

(c) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

9.3 The Supplier reserves the right to:

(a) increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Consumer Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Consumer Prices Index

(b) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:

(i) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or

(iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.

9.4 In respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer on completion of the Services

9.5 The Customer shall pay each invoice submitted by the Supplier:

(a) within 30 days of the date of the invoice or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and

(b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and

time for payment shall be of the essence of the Contract.

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

9.7 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 13, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

9.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. Intellectual property rights

10.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

10.2 Where the Customer and Supplier collaborate on research or development, ownership of Intellectual Property Rights in any jointly-developed results shall be as agreed in writing prior to commencement of such work. In the absence of such agreement, all Intellectual Property Rights in and to proprietary formulations, coating processes, and material know-how shall remain vested in the Supplier.

10.3 Publication of research results involving the Supplier's Goods or Services shall require the prior written consent of the Supplier, such consent not to be unreasonably withheld or delayed.

11. Data protection

11.1 The following definitions apply in this clause 11:

(a) **Processor and Personal Data,** have the meanings given in the Data Protection Legislation.

(b) **Data Protection Legislation**: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) in each case as amended from time to time.

(c) **UK GDPR**: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

11.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. Where either party processes Personal Data as a Processor on behalf of the other party, the parties shall enter into appropriate data-processing terms satisfying Article 28 of the UK GDPR before that processing begins.

12. Limitation of liability

12.1 The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability.

12.2 References to liability in this clause 12 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12.3 Nothing in the Contract limits any liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

(d) defective products under the Consumer Protection Act 1987; or

(e) any liability that legally cannot be limited.

12.4 Subject to clause 12.3, the Supplier's total liability to the Customer shall not exceed an amount equal to the total charges (exclusive of VAT) paid or payable by the Customer under the Contract in respect of the Goods and/or Services giving rise to the claim..

12.5 This clause 12.5 sets out specific heads of excluded loss and exceptions from them:

(a) Subject to clause 12.3, clause 12.5(c) identifies the kinds of loss that are not excluded. Subject to that, clause 12.5(b) excludes specified types of loss.

(b) The following types of loss are wholly excluded:

(i) loss of profits;

(ii) loss of sales or business;

(iii) loss of agreements or contracts;

(iv) loss of anticipated savings;

(v) loss of use or corruption of software, data or information;

(vi) loss of or damage to goodwill; and

(vii) indirect or consequential loss.

(c) The following types of loss and specific loss are not excluded:

(i) sums paid by the Customer to the Supplier pursuant to the Contract, in respect of any Goods or Services not provided in accordance with the Contract;

12.6 Without prejudice to clause 12.4, the Supplier shall have no liability for any loss, damage, injury or claim arising out of the use of the Goods or Services in human or animal clinical applications, except where such liability arises directly from a proven defect in the Goods or Services as manufactured or supplied by the Supplier.

12.7 The Supplier has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.8 This clause 12 shall survive termination of the Contract.

13. Termination

13.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

(b) the other party 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;

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

13.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer fails to pay any amount due under the Contract on the due date for payment; or

(b) there is a change of control of the Customer.

13.3 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

14. Consequences of termination

14.1 On termination of the Contract:

(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods and Services supplied but

for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the Customer shall return all of the Supplier Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

14.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination

14.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

15. Confidentiality

15.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 15.2.

15.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 15; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

15.4 Each party shall comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption, including the Bribery Act 2010. Neither party shall 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 United Kingdom.

15.5 Each party shall comply with all applicable laws relating to slavery, servitude, forced or compulsory labour, and human trafficking, including the Modern Slavery Act 2015.

15.6 Each party shall comply with the Criminal Finances Act 2017 and shall not engage in any activity, practice or conduct which would constitute a tax evasion facilitation offence under UK law. Each party shall have and maintain in place reasonable procedures to prevent the facilitation of tax evasion.

16. Force majeure

Neither party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from a Force Majeure Event. If the period of delay or non-performance continues for 60 days, the party not affected may terminate the Contract by giving not less than 14 days' written notice to the affected party.

17. General

17.1 Assignment and other dealings

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

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

17.2 Notices.

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

(i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(ii) sent by email to the email address notified in writing by each party from time to time (or such other email address as a party may substitute by notice in accordance with this clause).

(b) Any notice shall be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the proper address;

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17.3 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 17.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

17.4 Waiver.

(a) Except as set out in clause 2.7, a waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

(b) A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

17.6 Entire agreement.

(a) The Contract constitutes the entire agreement between the parties.

(b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

17.7 Third party rights.

(a) The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

(b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

17.8 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

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

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

18. Export Terms

18.1 In these Conditions, "Incoterms" means the rules for the use of trade terms published by the International Chamber of Commerce and in force at the date of the Contract (currently Incoterms® 2020). Unless the context otherwise requires, any term or expression which is defined in, or given a particular meaning by, Incoterms shall have the same meaning in these Conditions, but if there is any conflict between Incoterms and these Conditions, these Conditions shall prevail.

18.2 Where the Goods are supplied for export from the United Kingdom, this clause 18 shall apply notwithstanding any other provision of these Conditions or any implied statutory term, except as expressly stated otherwise in writing by the Seller.

18.3 Unless otherwise agreed in writing, the Goods shall be delivered **CIP (named place of destination, Incoterms® 2020)**. Risk in the Goods shall pass to the Buyer in accordance with the chosen Incoterm.

18.4 The Buyer shall: (a) obtain, at its own risk and expense, any import licences, clearances and other consents required for the importation of the Goods into the country of destination; (b) comply with all applicable laws and regulations governing such importation; and (c) pay all duties, taxes and other charges in connection with the importation and carriage of the Goods.

18.5 The Buyer shall be given a reasonable opportunity to inspect the Goods at the Seller's premises prior to shipment. If the Buyer fails to inspect the Goods before shipment, it shall be deemed to have accepted the Goods as conforming to the Contract and shall have no claim in respect of any defect which would have been apparent upon reasonable inspection.

18.6 Unless otherwise agreed in writing, the Buyer shall pay all sums due in full and in cleared funds prior to shipment. The Seller may withhold shipment until payment is received in full.

18.7 If the Seller agrees to grant credit terms or waive prepayment, the Seller may at any time withdraw such credit or waiver if it reasonably believes the Buyer's financial position has deteriorated, and may suspend or cancel delivery until satisfactory payment arrangements are made.

18.8 The Customer shall not, and shall procure that its affiliates, agents and customers shall not, use, resell, export, re-export, or otherwise transfer the Goods or Services in breach of any applicable export control laws or for any prohibited end-use, including but not limited to military or defence applications, without the prior written consent of the Supplier and all relevant authorities.

18.9 The Customer shall not, and shall procure that its affiliates shall not, directly or indirectly sell, export, re-export, transfer, divert or otherwise dispose of any Goods or Services supplied under this Contract to any country, destination, person or entity prohibited by applicable trade, economic or financial sanctions laws or regulations. Each party warrants that it is not a restricted party under any applicable sanctions regime.