

Oxford Nanopore Technologies

Standard Terms of Purchase



1. INTERPRETATION

1.1. In these standard terms of purchase ("Terms"):

"Company" means whichever Group Company issues the Order;

"Contract" means the agreement between the Company and the Supplier for the supply of the Goods and/or Services set out in the Order and any Specification;

"Delivery" means either the passing of the Goods over the tailgate of the Supplier's carrier's vehicle at the Delivery Address, or, where the Services include installation of the Goods, the satisfactory completion of installation of the Goods at the Delivery Address;

"Delivery Address" means the address for the delivery stated in the Order;

"Equipment" means all tools, apparatus, parts, components or other equipment or goods supplied by the Company to the Supplier in connection with the Contract or obtained or created by the Supplier at the Company's cost;

"Group Company" means Oxford Nanopore Technologies plc ("**ONT**"), any holding or subsidiary company of ONT or any subsidiary company of any holding company of ONT (as those terms are defined in section 1159 of the Companies Act 2006);

"Goods" means the goods listed in the Order and any spare parts for such Goods subsequently supplied and all necessary manuals and operating information relating to them;

"liability in relation to" means liabilities, costs, losses, damages, expenses (including without limitation legal costs on a full indemnity basis and value added tax ("**VAT**") and other applicable taxation), claims, proceedings and demands whatsoever arising directly or indirectly out of or in connection with;

"Materials" means all Specifications, products, materials, designs, drawings, models, computer programs, know-how and information in any form or media supplied by the Company or generated by the Supplier at the Company's cost or to the order of the Company in connection with the Contract or obtained or created by the Supplier for or in the course of the Contract;

"Order" means the purchase order form issued by the Company to the Supplier;

"Performance" means provision of the Services to the Company;

"Price" means the total price of the Goods and/or Services stated in the Order;

"Services" means the services described in the Order and shall include installation of the Goods where the parties have agreed that the Goods are to be installed by the Supplier;

"Specification" means any applicable documents (including but not limited to results, reports, plans, diagrams and pictures), designs, data or other information relating to the Goods and/or Services supplied by the Company to the Supplier or supplied by the Supplier and agreed to in writing by the Company;

"Supplier" means the supplier of the Goods and/or Services as stated in the Order;

"Writing" includes electronic, telex, cable and facsimile transmission.

2. CONTRACT FORMATION

2.1. Each Order shall constitute an offer by the Company to purchase Goods and/or Services from the Supplier in accordance with these Terms. The Order shall be deemed to be accepted on the earlier of the Supplier (1) issuing written acceptance of the Order; or (2) any act by the Supplier consistent with fulfilling the Order, including but not limited to the despatch of the Goods or commencement of Performance, at which point and on which date the Contract shall come into existence ("**Commencement Date**").

2.2. The Contract shall comprise solely these Terms, the Order and any Specification, which shall govern the Contract to the exclusion of any other terms and conditions that the Supplier seeks to impose or incorporate or that are implied by trade, custom, practice or course of dealing.

2.3 Any additional or different terms, provisions or conditions proposed by the Supplier or references to any of the Supplier's terms and conditions in any current or future document forming part of or evidencing the Contract, invoice, acknowledgment, acceptance or other business form that the parties may use in connection with the current or future Orders or Contracts for the purchase of the Goods and/or Services will have no effect on the rights, duties or obligations of the parties under, or otherwise modify, these Terms and policies, regardless of any failure of the Company to object to such (further) terms, provisions or conditions. Notice of objection to them is hereby given and any such

proposed terms, provisions and conditions shall be void.

- 2.4** The Supplier furthermore acknowledges, agrees and accepts that any future Orders and Contracts even if ordered/placed via the Suppliers website where the Company has to accept the Suppliers terms and conditions shall be governed by these Terms instead of the Suppliers terms and conditions. The Supplier hereby accepts the exclusion of the legal principle called "Battle of Forms". The same applies for any Contracts or Orders which do not reference any terms and conditions. Both parties agree that these Terms shall apply.

3. SPECIFICATION AND TESTING

- 3.1.** The quantity, quality and description of the Goods and/or the Services shall be as specified in the Order and any Specification. If the Company has supplied the Specification, the Company from time to time may vary the Specification by notice to the Supplier and the Supplier shall comply with such variations provided such notice is given a reasonable time before the agreed Delivery date or commencement of Performance.
- 3.2.** The Company may, by notice in writing not less than 5 days before Delivery, vary the number of units of Goods under any Order (and the Price shall be varied accordingly).
- 3.3.** Subject to clause 4.7. and 5.5 and within 14 days after inspection, testing or review the Company may inform the Supplier with the relevant details that it reasonably considers the Goods and/or Services will not comply with the Contract and the Supplier shall take such steps as are necessary to ensure compliance. The Company may conduct further inspections and tests after the Supplier has carried out such remedial actions.
- 3.4.** The Supplier shall mark any Goods in accordance with any applicable laws and regulations and any requirements of the Company or its carrier made known to the Supplier. For Customs & Excise purposes and to allow the Company to obtain a refund of any import duty paid, the Supplier shall provide written acknowledgement of any returned Goods and shall state the refund, replacement or relevant repair action.

4. DELIVERY OF GOODS

- 4.1.** The Supplier shall ensure that the Goods shall:

- (a)** correspond with their description and any applicable Specification;
 - (b)** be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;
 - (c)** where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and
 - (d)** comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 4.2.** The Supplier shall ensure that at all times it has and maintains all the licenses, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.
- 4.3.** The Supplier shall ensure that the Goods are properly packed, labelled and secured in such manner as to enable them to reach their destination undamaged and in good condition.
- 4.4.** Delivery shall be to the Delivery Address during the Company's business hours or on the date or within the period stated on the Order. Upon Delivery the Supplier shall obtain a receipt signed by an authorised member of the Company's staff.
- 4.5.** The time of Delivery is of the essence of the Contract.
- 4.6.** If so required by the Company, the Supplier shall provide a Certificate of Conformity with Specification with each Delivery and failure to supply such a Certificate when requested will entitle the Company to reject the Delivery in whole or in part.
- 4.7.** The Supplier shall ensure that each Delivery is accompanied by a packing note displayed prominently and stating the Company's Order reference and part numbers where applicable, the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered. If the Supplier requires the Company to return any packaging material to the Supplier,

that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

- 4.8.** The Supplier shall not deliver the Goods in instalments without the Company's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Company to any of the remedies set out in the Contract or available at law.
- 4.9.** The Company shall not be deemed to have accepted any Goods until it has had a reasonable opportunity to review or inspect such Goods after Delivery or after any latent defect in them has become apparent (whichever occurs later).
- 4.10.** Unless otherwise stated in the Order (in which case the Supplier will pay all costs of return) the Company may retain or dispose of any packaging materials.
- 4.11.** If the Supplier delivers less than 95% of the quantity of Goods ordered, the Company may reject the Goods. If the Supplier delivers more than 105% of the quantity of Goods ordered, the Company may at its sole discretion reject the Goods or the excess Goods. Any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Company accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

5. PERFORMANCE OF THE SERVICES

- 5.1.** The Supplier shall from the Commencement Date or the date set in the Order and for the duration of the Contract supply the Services to the Company in accordance with the terms of the Contract.
- 5.2.** Performance shall take place at the Delivery Address during the Company's business hours or on the date or within the period stated on the Order or any Specification.
- 5.3.** Upon completion of Performance the Supplier shall obtain a receipt signed by an authorised member of the Company's staff.
- 5.4.** The Supplier shall meet any performance dates for the Services specified in the Contract or that the Company reasonably notifies to the Supplier and time of Performance is of the essence of the Contract.
- 5.5.** The Company shall not be deemed to have accepted any Services until it has had a reasonable opportunity to review or inspect such Services after Performance.
- 5.6.** In the Performance of the Services the Supplier shall:
- (a)** co-operate with the Company in all matters relating to the Services, and comply with all instructions and policies (if applicable) of the Company;
 - (b)** provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - (c)** use the best quality goods, materials, standards and techniques, and ensure that all goods and materials supplied and used in the Services or transferred to the Company will be free from defects in workmanship, installation and design;
 - (d)** obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
 - (e)** observe all health and safety rules and regulations and any other security requirements that apply at any of the Company's premises;
 - (f)** hold all Materials and Equipment in safe custody at its own risk, maintain the Materials and Equipment in good condition until returned to the Company, and not dispose or use the Materials or Equipment other than in accordance with the Company's written instructions or authorisation;
 - (g)** not do or omit to do anything which may cause the Company to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Company may rely or act on the Services;
 - (h)** comply with any additional obligations as set out in any Specification.
- 5.7.** The Company shall provide the Supplier with reasonable access at reasonable times to the Company's premises for the purpose of providing the Services and provide such necessary

information for the provision of the Services as the Supplier may reasonably request.

6. PRICE

6.1. Unless otherwise stated in the Contract, the Price shall be:

- (a)** the full and exclusive remuneration of the Supplier in respect of the Goods and/or Services; and
- (b)** exclusive of any applicable VAT (which the Company will pay upon and subject to receipt of a relevant VAT Invoice); and
- (c)** inclusive of all charges for packaging, shipping, carriage, insurance and delivery to the Delivery Address, any sales, excise or other duties, taxes, levies except VAT and every cost and expense of the Supplier directly or indirectly incurred in connection with this Contract.

6.2. No extra charges shall be effective unless agreed in Writing between the Supplier and the Company and signed by an authorised representative of each party.

7. PAYMENT

7.1. Unless otherwise stated in the Order, in respect of (1) the Goods, the Supplier shall invoice the Company on or at any time after completion of Delivery; and (2) the Services, the Supplier shall invoice the Company on completion of Performance.

7.2. All order documentation and invoices shall quote the Company's Order reference and part numbers where applicable. In the absence of such reference and numbers, the invoice shall include such supporting information required by the Company to verify the accuracy of the invoice.

7.3. The Company shall pay the Price within sixty (60) days after receipt of a proper invoice.

7.4. The Company may set off against the Price (including any VAT payable) any sums owed to any Group Company by the Supplier on any account whatsoever or which are the subject of a bona fide dispute and may withhold payment pending compliance in full by the Supplier with its obligations under the Contract or under any contract with a Group Company.

7.5. If the Company fails to make a payment due to the Supplier under the Contract by the due date, then the Company 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 7.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time.

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

8. TITLE AND RISK

8.1. Title and Risk of damage to or loss of the Goods or, if delivered in instalments, that instalment or part delivered shall pass to the Company upon Delivery.

8.2. Supplier will ship all Goods and Materials Deliver At Place ("DAP" Incoterms 2020) unless otherwise mutually agreed.

9. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

9.1. The Supplier acknowledges that all Equipment and Materials are confidential and agrees to keep them in strict confidence and not to disclose, allow to be disclosed or use any of the same except as required (1) for the proper performance of the Contract; or (2) by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.2. The Supplier shall treat in strict confidence and shall not disclose information including but not limited to information concerning the business, affairs, products, markets, sales, customers, intentions, operations, processes, product information, plans, technical information, trade secrets, findings, information, data or other affairs of the Company which it obtains by reason of the Contract in whatever form or medium (regardless of whether tangible, intangible, visual or oral) and shall not use such information (1) other than for the proper performance of the Contract; or (2) except as required by law, a court of competent jurisdiction or any governmental or regulatory authority; provided that in all cases (where practicable and legally permissible) the Supplier informs the Company, promptly after being required to make the disclosure to allow the Company an opportunity to seek a protective order or restrict such disclosure. The Supplier shall take all steps reasonably available to minimise the disclosure required and where

possible to ensure the continued confidentiality of all Confidential Information.

9.3. All Supplier intellectual property rights' exciting prior to the Performance of the Contract and/or the delivery of the Goods which are made available by the Supplier for the Performance of the Contract and/or the delivery of the Goods shall remain the exclusive property of the Supplier.

9.4. All Company intellectual property rights' exciting prior to the Performance of the Contract and/or the delivery of Goods which are made available by the Company for the Performance of the Contract and/or the delivery of the Goods shall remain the exclusive property of the Company.

9.5. All Equipment and Materials shall be and remain the sole and exclusive property of the Company, shall not be used by the Supplier except for performance of the Contract and shall be held by the Supplier at its sole risk. The Supplier confirms that the Company shall have exclusive rights of development, promotion, marketing, manufacture, distribution, exploitation and dealing in relation to the Equipment, Materials and Work (as defined below) and that the Company shall have the right to sub-license, assign and otherwise transfer its rights.

9.6. The Supplier shall, where possible, keep all items which are the property of the Company clearly segregated from other items and identified as such, and shall comply with the Company's reasonable instructions in this respect.

9.7. If in the course or for the purposes of the Contract the Supplier (by its employees or contractors) generates any writings, drawings, software or other work in which copyright may subsist, or makes any invention, discovery or improvement ("**Work**"), then unless otherwise stated in the Order:

- (a)** the Supplier shall promptly disclose any Work to the Company and give to it all information which is relevant or reasonably requested by the Company;
- (b)** all intellectual property rights in the Work shall be the sole property of the Company;
- (c)** the Supplier hereby assigns any and all intellectual property rights in the Work to the Company by way of present assignment of future rights, shall sign and deliver such assignments and other instruments as may

reasonably be required by the Company to give effect to its rights and at the expense of the Company shall take such other steps as the Company requests to register or otherwise protect its rights;

- (d)** the Supplier hereby waives, and shall procure that its employees or contractors waive, any moral or other similar or analogous rights it or they may have in respect of the Work.

9.8. The Supplier shall give and procure that its employees, contractors and suppliers give to the Company such confidentiality undertakings as the Company may from time to time reasonably request and shall procure that any employees, contractors or suppliers to whom any Materials are disclosed comply with the confidentiality obligations in clause 9.1.

9.9. The Supplier shall not without the Company's prior written consent use the Company's name, trademarks or connection with the Company in any announcement, publicity, website or literature nor make any announcement relating to the Contract.

10. WARRANTIES AND LIABILITY

10.1. The Supplier warrants to the Company that the Goods, their manufacture, packaging and delivery:

- (a)** will be of satisfactory quality and fit for any purpose held out by the Supplier or known to it as a requirement of the Company when the Order is placed;
- (b)** will be free from defects in design, material and workmanship and remain so for 12 months after Delivery;
- (c)** will correspond with any relevant specification or sample;
- (d)** will comply with all applicable requirements and regulations of law or any public authority or trade or professional body relating to the manufacture, labelling, packaging, storage, handling, delivery and sale of the Goods; and
- (e)** will comply with all specific written representations, warranties and statements made or given by the Supplier, its servants or agents.

10.2. The Supplier warrants that it has and will maintain all the licences, permissions, authorisations, consents and permits that it

needs to carry out its obligations under the Contract in respect of the Goods and/or Services.

10.3. The Supplier warrants to the Company that the Services:

- (a) will be performed by a sufficient number of appropriately qualified, skilled, experienced and trained personnel with due care, skill and diligence and to the highest standards reasonable for the Company to expect;
- (b) will comply with all applicable requirements and regulations of law or any public authority or trade or professional body relating to Performance; and
- (c) will conform with all descriptions and specifications set out in the Order and any Specification and be fit for any purpose that the Company expressly or impliedly makes known to the Supplier.

10.4. The Supplier warrants that the Goods, their importation, use, resale and/or the Services shall not infringe any intellectual property rights and it shall indemnify and keep indemnified the Company against all liability in relation to any breach of such warranty and against any alleged infringement of third party intellectual property rights of any kind except to the extent that such breach or claim arises out of or in connection with the supply or use of the Goods and/or Services (excluding Company Material) or results from compliance with a Specification.

10.5. The Supplier shall indemnify and keep indemnified the Company against all liability in relation to:

- (a) death, injury or damage to person or property or negligence to the extent caused (directly or indirectly) by any defect in the Goods or Services;
- (b) all cost incurred by the Company in recalling or rectifying any product supplied by it if such recall or rectification was reasonably considered expedient by the Company by reason of an actual or suspected defect in the Goods or Services;
- (c) any act or omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering and installing the Goods or in Performance; and
- (d) any breach of clause 9 of this agreement.

10.6. The Supplier shall not be liable under this clause 10 in respect of any defect in the Goods or

Services to the extent that it is caused by the Company due to non-compliance of a written instruction by the Supplier unless the Supplier ought reasonably to have foreseen that the defect would have arisen from the same and did not inform the Company in Writing a reasonable time before Delivery or Performance.

10.7. Subject to Clause 10.4 and 10.5, either party's total liability arising out of or in connection with this Contract or any Order, whether in contract, tort (including negligence), misrepresentation, restitution, under statute or otherwise, shall in all circumstances be limited in aggregate, to the amount paid by the Company to the Supplier in the last twelve (12) months preceding the date of the event giving rise to the claim upon which liability is based. Except as set out otherwise in these Terms, neither party shall be liable in contract, tort (including negligence and breach of statutory duty) or otherwise for any: (i) loss of profits; (ii) loss of sale or business; (iii) loss of or damage to goodwill or reputation; (iv) any indirect, consequential or special loss (even when advised of their possibility)."

11. OTHER REMEDIES

11.1. If the Goods are not delivered on the agreed Delivery date, or do not comply with the undertakings set out in Specification, or if the Supplier fails to deliver the Performance of the Services by the applicable dates, then, without limiting any of its other rights or remedies, the Company may exercise any one or more of the following remedies:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- (d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided; and
- (e) to refuse to accept any subsequent delivery of the Goods or Performance of the Services which the Supplier attempts to make;
- (f) to recover from the Supplier any costs incurred by

the Company in obtaining substitute Goods or Services from a third party; and

(g) to claim damages for any other costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

11.2 These Conditions shall apply to any repaired or replacement Goods or any substituted or remedial Services provided by the Supplier.

11.3 The Company's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

12. PROVISION OF INFORMATION AND SPARES

12.1. The Supplier shall deliver to the Company in good time for its optimum use (not being later than Delivery) all information relating to the Goods and/or the Services, which might reasonably be expected to be required by the Company, including without limitation:

- (a) information necessary to receive, assess and accept the Goods and/or Services;
- (b) information necessary to ensure effective, safe and efficient use of the Goods;
- (c) effective warnings as to any hazards relating to the Goods;
- (d) marking sufficient to identify the Goods in the Supplier's production sequence.

12.2. Upon discovering or suspecting any defect in the Goods the Supplier shall immediately inform the Company by fax, email or urgent courier delivery of the defect with all information reasonably necessary to enable the Company to decide upon appropriate action (including without limitation the nature of the defect and its likely consequences, the likely frequency of occurrence of the defect and the identity - by batch identification number and date - of the Goods) and shall co-operate in all action which the Company decides upon.

12.3. The Supplier shall provide the Company with such information relating to the Contract, Delivery, Performance and the Goods and/or Services as the Company may from time to time reasonably request.

12.4. The Supplier shall maintain and retain for a period of at least ten years from Delivery or completion of Performance all records and information necessary to enable it fully to

perform its obligations under this clause 12 and shall make them available for inspection by the Company upon request.

12.5. The Supplier shall supply on reasonable terms spare parts for the Goods when ordered by the Company at any time during the reasonable life span of the Goods not being less than 8 years after the last delivery of such Goods to the Company.

13. TERMINATION

13.1. At any time prior to shipment of the Goods or Performance, the Company may cancel the Order in Writing in respect of all or part of the Goods and/or Services by notice to the Supplier. The Company shall incur no liability in respect of such cancellation save where it relates to Services or to Goods unique to the Order and made specifically pursuant to it and for which the Supplier is unable to find an alternative purchaser within a reasonable time. In this event such liability shall be limited to payment of the lesser of:

- (a) the Price minus an amount in respect of all taxes, duties and charges for packaging, shipping, carriage and Delivery; and
- (b) the costs incurred by the Supplier in respect of the Order to the date of cancellation.

13.2. Subject to applicable insolvency rules and notwithstanding agreement between the parties, either party may at any time terminate the Contract by notice in Writing to the other ("the **Defaulting Party**") and without liability if:

- (a) the Defaulting Party is in breach of any obligation or warranty in these Terms or in any Contract with a Group Company and has failed to remedy such breach within 30 days of notice in Writing to do so;
- (b) the Defaulting Party makes voluntary arrangements with its creditors (within the meaning of the Insolvency Act 1986 or any equivalent or analogous legislation) or becomes subject to an administration order or goes into (provisional) liquidation (otherwise than for amalgamation or solvent reconstruction); or
- (c) an encumbrancer takes possession, or a receiver is appointed, over any of the property or assets of the Defaulting Party; or
- (d) there is filed in respect of the Defaulting Party a petition in bankruptcy or for

reorganisation or other relief from creditors;
or

- (e) the Defaulting Party ceases or threatens to cease to carry on business; or
- (f) the other party reasonably apprehends that any of the events mentioned above is about to occur in relation to the Defaulting Party; or
- (g) anything similar or analogous happens to the Defaulting Party under the laws or statutes of any applicable country or state.

13.3. The Company may terminate the Contract by notice at any time without liability if there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010) or a competitor of the Company has joined the Supplier as a minor or major shareholder.

13.4. Upon termination of the Contract or earlier at the Company's request after they are no longer required to perform the Contract, the Supplier shall deliver the Equipment and Materials to the Company together with all copies, notes and memoranda of the Materials and shall delete any Materials held by it on IT systems except for copies retained for compliance with applicable law and regulations or where such deletion in the back-up system is impossible to delete, provided that any such copies shall remain subject to the confidentiality obligations set forth herein. The Company may enter the Supplier's premises to take possession of, remove or delete such items if the Supplier fails to comply and the Supplier grants to the Company an irrevocable licence to enter onto any such premises for this purpose.

13.5. Upon termination of the Contract howsoever arising (unless by reason of the sole default of the Company or at the Company's instance without cause or by reason of one of the events in 13.2(a) to (f) above occurring in relation to the Company) the following provisions shall have effect:

- (a) property in any Goods already produced but undelivered or in the process of manufacture and any raw materials or components appropriated to the Contract shall pass and be sent to the Company (subject to payment therefor on a quantum merit basis and less any direct loss or expense incurred by the Company by reason of the early termination

of the Contract) and if the Supplier fails to send Goods within 14 days', the Supplier grants an irrevocable licence to the Company's representatives to enter the Supplier's premises to take possession of the same; and

- (b) the Supplier hereby grants to the Company an irrevocable, worldwide, royalty-free, non-exclusive licence to use all information and intellectual property rights used by the Supplier in relation to the Goods or their production and which are not already the property of the Company in order to make or have made the Goods; and
- (c) the Supplier shall grant access to the Company to all records relating to the Goods and permit the Supplier shall provide such other information and assistance as the Company may reasonably require to assist it in completing the production of the Goods; and
- (d) the Company to take such copies, notes or memoranda of the same as the Company may in its discretion require to make or have made the Goods;
- (e) the Supplier shall immediately deliver to the Company all deliverables, Equipment and Materials produced in connection with the Performance of the Services and/or any Works whether or not then complete. If the Supplier fails to do so, then the Company may enter the Supplier's premises and take possession of them. Until such items have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

13.6. Clauses 8, 9, 10, 11, 12, 13.4, 13.6, 15.1, 15.12 and 15.14 and any other provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall continue to have effect notwithstanding termination of the Contract. Termination of the Contract shall not affect the accrued rights, remedies, liabilities or obligations of the parties at the date of such termination.

14. INSURANCE

14.1. The Supplier shall maintain in force all insurances which a prudent and competent person entering into the Contract would

maintain in respect of its obligations thereunder including without limitation:

- (a) insurance in the full replacement value of any items for the time being at risk;
- (b) insurance in a prudent amount in respect of any liability under clause 10 .

14.2. The Supplier shall provide the Company upon request with full details of all such insurance cover held by it.

15. GENERAL

15.1. All notices or other communications under the Contract shall be in Writing in the English language addressed to the other party's principal place of business (being in the case of the Company, the address shown in the Order) or such other address as may have been notified for the purpose of the party giving notice or to the address of the other party to which normal communications relating to the Contract have been or are being sent in the ordinary course. A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; 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; if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 15.1, a business day means any day from Monday to Friday that is not a public holiday in the place of receipt, and business hours means 9.00am to 5.00pm on a business day.

15.2. The Supplier shall not use any subcontractor for the Performance of the Services unless agreed in Writing. If agreed in writing:

- (a) Each such sub-contract will be subject to the following conditions (i) each sub-contract containing a term prohibiting the sub-contractor from sub-contracting any of its obligations; and (ii) each sub-contract containing terms at least as equivalent to the those contained in these Terms.
- (b) Any sub-contracting will not relieve the Supplier from its obligations under this Contract and these Terms.
- (c) The Supplier will be fully liable for the acts and omissions of its sub-contractors in relation to this Contract and these Terms.

15.3. If the Company gives at least 7 days' notice, the Company (or its professional advisers) may during business hours:

- (a) enter and inspect the Supplier's Facility, Premises or Systems; and
- (b) inspect, audit and take copies of relevant records, and other documents as necessary to verify the Supplier's compliance with the terms and conditions of this Contract.

15.4. The Contract is personal to the Supplier, which shall not without the Company's written consent assign or transfer, purport to assign or transfer or sub-contract to any other person any of its rights, obligations or performance under the Contract.

15.5. 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.

15.6. A person who is not a party to the Contract has no right to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from under the Contracts (Rights of Third Parties) Act 1999.

15.7. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.8. Any variation of the terms of the Contract shall be agreed in Writing by the Company and signed by an authorised representative of the Company and if any conflict exists between the terms of the Contract and any terms as so varied, the latter shall prevail.

15.9. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

- 15.10.** No time or other indulgence shall constitute a waiver of any right or remedy and no waiver of any breach shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any right or remedy under the Contract or by law is only effective if given in Writing.
- 15.11.** The rights and remedies of the parties to the Contract shall be cumulative and not exclusive.
- 15.12.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 30 days, the party not affected may terminate this agreement by giving 7 days' Written notice to the affected party.
- 15.13.** All Contracts and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall in all respects be governed and construed in accordance with the law of England and Wales and the Supplier irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.
- 15.14.** The Company shall be entitled to apply for any provisional or conservatory measures or interim relief in any court having jurisdiction in the Supplier's country or in the country where the Goods are then located without prejudice to its right to pursue any substantive claim in the courts of England and Wales.
- 15.15.** By executing of this Contract and these Terms below, each individual executing this Agreement represents and covenants that they have full legal right, power, and authority to enter into this Agreement and to bind their respective corporation to these Terms and to perform the obligations under this Contract and these Terms. The individuals shall not, however have personal liability by executing this Agreement and sign this Contract and these Terms only in their representative capacities as authorized officers of the Supplier and Company respectively unless they are not authorized in which case the individuals shall be personally liable; and (b) The Agreement does not violate, conflict with, result in a breach of the terms, conditions, or provisions of, or constitute a default or an event of default under any other agreement of which the individual is a party.