

Purchasing terms and conditions for the supply of goods and services to Water Plus Limited

The Supplier's acknowledgement of the Purchase Order shall constitute acceptance of these conditions and shall create the Contract between the Supplier and the Purchaser, save as varied by any pre-existing terms and conditions agreed between the Supplier and the Purchaser.

1. Definitions

In these terms and conditions:

1.1. A "Contract" means the contract that shall exist between the parties, for the Goods and/or Services incorporating these Terms, together with the Purchase Order.

1.2. "Charges" means the charges payable by Purchase for the supply of the Goods, and performance of the Services as set out in the Purchase Order;

1.3. "Goods" means all goods, materials, products, equipment and to the extent applicable computer software and other intellectual property on any specified media as set out in the Purchase Order.

1.4. "Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights and all similar or equivalent rights or forms of protection in any part of the world, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights;

1.5. "Losses" means claims, demands, actions, awards, judgements, settlements, costs, expenses, liabilities, damages and losses (Including all interest, fines, penalties, management time and legal and other professional costs and expenses).

1.6. "Purchase Order" means the purchase order applicable to the Customer's order for the Goods and/or Services.

1.7. "Representative or Supplier Personnel" means employees, staff, agents, sub-contractors, service providers and invitees of the supplier, engaged or due to be engaged in the provision of the services or required to carry out obligations of the supplier under these terms and conditions.

1.8. "Services" mean all activities set out on the Purchase Order or implied as being necessary to complete the provision of goods in accordance with the requirements started or referred to herein.

1.9. "Supplier" means the company identified on the Purchase Order that is supplying goods and/or services to Water Plus Limited.

1.10. "Purchaser" means Water Plus Limited, registered in England and Wales with company number 04141390, and having its registered office at South Court, Riverside Park, Campbell Road, Stoke-On-Trent, ST4 4DA.

2. Offer and Acceptance

2.1. All quotations or estimates given by the Supplier shall be in writing and shall constitute as an offer. Acceptance may be made by Purchaser in writing and by issuing a Purchase Order.

3. Supply of Goods

3.1. The Supplier shall ensure the Goods:

3.1.1. are 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 Purchaser and, in this respect, Purchaser relies on the Supplier's skill and judgment; and

3.1.2. be free from defects in design, materials and workmanship and remain so for 12 months after delivery.

3.1.3. the Goods are properly packed and secured in such a manner as to ensure they reach their destination as specified in the Purchase Order in good condition.

3.1.4. each delivery of Goods shall be accompanied by a delivery note in duplicate carrying full particulars of the Goods and the Purchase Order number.

3.2. Property and risk in Goods to be supplied to the Purchaser shall remain with the Supplier until the Goods are delivered at the location specified in the Purchase Order.

3.3. When the Purchaser makes a payment to the Supplier prior to the receipt of the Goods, the property in the Goods shall pass to the Purchaser, but the risk shall remain with the Supplier until delivery is complete.

3.4. Delivery of Goods shall be considered to be complete and risk shall pass to the Purchaser only when an appropriate delivery note has been signed by a duly authorised representative of the Purchaser.

4. Supply of Services

4.1. The Supplier shall, from the Commencement Date and for the duration of the Contract, provide the Services in accordance with the Contract.

4.2. The Supplier shall meet any performance dates for the Services specified in the Purchase Order and time for performance of the Services by the Supplier is of the essence.

4.3. In providing the Services, the Supplier shall:-

4.3.1. co-operate with the Purchaser and comply with all instructions of the Purchaser;

4.3.2. perform the Services with reasonable care and skill in accordance with generally recognised commercial practices and standards in the industry for similar services;

4.3.3. use personnel who are suitably skilled and experienced to perform tasks assigned to them;

4.3.4. provide all equipment, tools and vehicles and such other items as are required to provide the Services;

4.3.5. hold all Customer's materials in safe custody at its own risk, maintain the Customer's materials in good condition until returned to the Customer, and not dispose or use the Customer's materials other than in accordance with Customer's written instructions or authorisation.

4.4. The Supplier warrants and represents on an ongoing basis that:

4.4.1. the Services will be performed in such a way as not to cause any fault or malfunction in any systems or software of the Customer and so as not to cause any interruption to the business processes of the Customer (other than any agreed and unavoidable interruption which is required in order to perform the Services in accordance with the Contract);

4.4.2. it will not introduce any viruses onto Customer's systems while performing the Services; and

4.4.3. if any software is being provided to Customer as part of the Services, that:

4.4.3.1. the software and the media on which it is delivered will be free from viruses and other malicious code;

4.4.3.2. the media on which the software is delivered will be free from defects; and

4.4.3.3. it has not included or used any open source software or any libraries or code licensed from time to time under the General Public Licence (as those terms are defined by the Open Source Initiative or the Free Software Foundation) or anything similar in, or in the development of, the software, nor does the software operate in such a way that is it compiled with or linked to any of the foregoing.

5. Goods and Services

5.1. The Supplier shall:

5.1.1. ensure that the Goods shall comply with the relevant ISO and British Standards, with all relevant legislation (as amended and updated), with the Purchaser's requirements, referred to or as detailed on the Purchase Order and are fit for any purpose made known by the Purchaser.

5.1.2. obtain and at all times maintain all necessary licences and consents to provide the Goods and/or Services and comply with all applicable laws, regulations and industry standards; and

5.1.3. observe all the Purchaser's Policies, health and safety rules and regulations and any other security requirements which are notified to it by the Purchaser.

5.2. The Supplier represents and warrants that it is a UK tax resident or has a tax presence in the UK and, having made all due and careful enquiry of its supply chain, the Services to be provided by the Supplier (including any relevant Supplier Personnel) to the Purchaser shall not at any time be undertaken through any model, arrangement or engagement to which the IR35 Legislation applies and that no individuals who are or will be involved in the provision of the Services will be engaged via an Intermediary.

6. Defective Goods and Services

6.1. Notwithstanding the provisions of Clause 3 the Purchaser's signature on a delivery note and the acceptance of Goods on delivery shall not prevent the Purchaser subsequently rejecting the Goods in accordance with this Clause.

6.2. For a period of 12 months after the delivery of any Goods the Supplier shall be responsible for correcting any Goods found not to be in accordance with the Purchase Order or found to have been defective in any way at the time of delivery, including all costs reasonably incurred by the Purchaser in remedying any such deficiency which is not remedied promptly by the Supplier.

6.3. The Supplier shall repeat at no additional charge, any Services which are not carried out to the reasonable satisfaction of the Purchaser.

7. Delays

7.1. The Supplier shall be liable for any loss or expense incurred by the Purchaser arising from delayed or incomplete delivery of Goods or failure to carry out the Services with due diligence and reasonable care and skill in accordance with good industry practice (to be determined at the Purchaser's sole and absolute discretion) and any such loss or expense may be deducted from any monies which may become payable by the Purchaser to the Supplier, without prejudice to the Purchaser's right to recover the full amount of such loss and expense at Law.

8. Variations to goods and services

8.1. The Supplier shall not substitute alternative Goods or carry out alternative Services, except as directed in writing by a duly authorised representative of the Purchaser.

9. Quality and protected rights

9.1. The Supplier shall ensure that the Goods supplied are free from encumbrances at the time of delivery and are of merchantable quality and satisfactory quality and are fit for the purpose for which, to the knowledge or reasonable belief of the Supplier, they are required.

9.2. If after delivery the Purchaser is subject to any claim alleging infringement of patent or other intellectual property right arising from the use, resale or copying of the Goods, the Supplier shall indemnify and hold the Purchaser harmless and if so directed by the Purchaser, shall be solely responsible for negotiation and settlement of such claims and for any necessary modification or replacement of affected Goods at the Supplier's own expense.

10. Charges and Payment

10.1. The Charges stated on the Purchase Order shall be inclusive of all costs and shall remain fixed. No increase in the Charges or any additional sum will apply unless the Purchaser has given its prior written agreement.

10.2. When a consignment of Goods is despatched, or Services rendered invoices must be sent to the 'Invoice To' address stated on the Purchase Order. The date of invoice receipt is the date that an invoice is received at the 'Invoice To' address. Non-compliant invoices will be returned to the Supplier. Unless otherwise expressly stated on the Purchase Order, payment is due 30 Days from date of invoice receipt.

10.3. The Supplier acknowledges that by entering into a Contract in accordance with Clause 2 of these Conditions of Purchase the payment date set out in this Clause 4 or in the Purchase Order shall not be considered grossly unfair to the Supplier and accordingly sub-section 3B of the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) Regulations 2013 shall not apply.

10.4. Value Added Tax where applicable shall be shown separately.

10.5. Purchaser shall not be obliged to pay and/or consider any invoice that:

10.5.1. exceeds a valid Purchaser' Purchase Order value;

10.5.2. is not addressed to the correct Purchaser' contracting legal entity;

10.5.3. does not quote a valid Purchaser Purchase Order number;

10.5.4. is received more than ninety (90) days after the Goods have been delivered and/or Services completed.

10.6. If Purchaser fails to pay any undisputed amount due under the Contract (other than due to a bona fide dispute as to payment), the Supplier shall have the right to charge interest on the overdue amount at the rate of 3% per annum above the Bank of England's base rate from time to time and shall be calculated daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

11. Audit

11.1. In order that the Purchaser may audit the Supplier's Charges payable under this Contract, the Supplier shall, for up to 36 months from the issue of the Supplier's invoice provide the Purchaser and/or its external auditors, on request, at no additional charge

with:

11.1.1. reasonable access to and copies of all accounts and records of the Supplier showing the costs incurred by it in providing the services and/or goods in accordance with this Contract;

11.1.2. records and supporting documentation detailing Water-Plus-related gifts and hospitality costs.

11.1.3. reasonable access to all relevant information, premises, data, IT systems, employees, agents, sub- contractors, suppliers and assets at all locations from which obligations of the Supplier are being carried out; and

11.1.4. all reasonable assistance in carrying out the audit.

12. Intellectual Property Rights

12.1. In respect of the Goods and any goods that are transferred to the Purchaser as part of the Services under this Contract, the Supplier warrants that it has full, clear and unencumbered title to all such items, and that at the date of delivery of such items to the Purchaser, it will have full and unrestricted rights to sell and transfer such items to the Purchaser.

12.2. The Supplier assigns (by way of both present and future rights) to the Purchaser, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in the output of the Services in each case with effect from their creation.

12.3. The Supplier shall procure irrevocable waivers of any moral rights in the output of the Services to which any individual is now, or may be at any future time, entitled.

12.4. If in performing the Services the Supplier uses any Intellectual Property Rights owned by itself or a third party (other than the Purchaser) and/or the use of Goods will require the use of any Intellectual Property Rights owned by itself or a third party, the Supplier shall grant to the Purchaser or shall procure for it a perpetual, non-exclusive, royalty free, transferable licence to use, develop, support or maintain such Intellectual Property Rights in order to enable the Purchaser to secure the full benefit of the Goods, Services and the rights assigned to it under this Clause. This shall include for the completion and use of the output of the Services and for the purposes of providing services to its clients.

12.5. The Supplier shall indemnify and keep the Purchaser indemnified from and against any and all losses, costs, expenses, claims and other liabilities incurred by the Purchaser as a result of any claim that the use by the Purchaser of the Goods, the Services and/or Intellectual Property Rights for which the Supplier has secured or granted a licence in accordance with this Clause, infringes the rights of a third party.

12.6. Any use of the name and/or logo of the Purchaser is subject to the prior written consent of the Purchaser and compliance with the relevant guidelines issued by the Purchaser.

12.7. All the Purchaser's materials are the exclusive property of the Purchaser.

13. Liability

13.1. The Supplier shall be responsible for and indemnify the Purchaser against claims resulting from any damage, loss (including theft) injury or death caused by the Supplier's employees, sub-contractors, servants and agents howsoever arising in connection with this Contract.

13.2. Any resulting claims and costs shall be reduced proportionately to the extent that the Purchaser has been liable in law for the incident concerned.

13.3. The Supplier shall at all times hold public liability insurance cover of not less than £5 million against its liabilities to the Purchaser and to third parties and shall produce to the Purchaser on request all relevant insurance policies and evidence of payment of current premiums. Such insurance shall contain an indemnity to principal's clause.

14. Security and confidentiality

The Supplier, his sub-contractors, employees, servants and agents shall be required while on the Purchaser's premises to conform with all reasonable requests concerning access, conduct and security and shall be required to maintain in confidence all matters learned in connection with the Purchase Order, the Contract and while on the Purchaser's premises, the disclosure of which could be gainful to the Supplier or a third party or detrimental to the Purchaser.

15. Data protection

15.1. The following definitions shall apply within this Clause 15:

15.1.1. **"Data Protection Law"** means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, applicable to Supplier or Purchaser, relating to data security, data protection and/or privacy, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("GDPR"), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted; and

15.1.2. **"Data Processor", "Data Controller", "Personal Data", "Data Subject", "Personal Data Breach", "Supervisory Authority", "Process/Processing/Processed" and "Data Protection Impact Assessments"** shall have the same meaning as in the GDPR.

15.2. The Supplier acknowledges that for the purposes of the Data Protection Laws the Purchaser is the Controller and the Supplier is the Processor of any Personal Data comprised in the Data and that this Clause 15 constitutes a data Processing agreement to the extent required by the Data Protection Laws. The Supplier shall comply with all applicable requirements of the Data Protection Laws and shall not do anything, omit to do anything or permit anything to be done which might lead to or cause a breach by the Purchaser or the Supplier of the Data Protection Laws; or a Data Breach in respect of the Personal Data.

15.3. The Supplier shall obtain and maintain throughout the term, all certifications, evidence of compliance with codes of conduct, registrations and notifications that it is obliged to obtain and maintain pursuant to any relevant Data Protection Laws in respect of providing the Goods and Services.

15.4. The Supplier shall only Process Personal Data in connection with the provision of the Services in accordance with:

15.4.1. Purchaser's data protection policy as updated from time to time; and

15.4.2. the Purchaser's written instructions from time to time, unless the Supplier is required to Process such Personal Data for other reasons under the laws of England and Wales or of the European Union (or a member state of the EEA) to which the Supplier is subject.

15.5. If the Supplier is required to Process such Personal Data for other reasons, it shall inform the Purchaser before carrying out the Processing, unless prohibited by relevant law.

15.6. The Supplier shall immediately inform the Purchaser if it believes that the Purchaser's instructions infringe the Data Protection Laws or any other Applicable Law.

15.7. The Supplier shall not engage any third party, including a member of the Supplier's group, to carry out Processing of Personal Data in connection with the Services ('Sub Processor') without the express prior written approval of the Purchaser. The Supplier shall ensure that any Sub-Processor is obliged to comply with terms equivalent to those set out in this Clause 15.

15.8. The Supplier remains fully liable to Purchaser for any acts or omissions of any SubProcessor.

15.9. The Supplier shall:

15.9.1. keep full and detailed records of any Processing of Personal Data carried out by the Supplier and its Sub-Processors, and a general description of the security measures used in relation to such Personal Data;

15.9.2. deal promptly and properly with all enquiries from the Purchaser relating to the processing of Personal Data comprised in the Data, by the Supplier and its Sub-Processors;

15.9.3. co-operate with any Supervisory Authority in the course of all of its enquiries and abide by the advice of the any Supervisory Authority with regard to the processing of Personal Data comprised in the Data. The Supplier shall inform the Controller of all its dealings with the Supervisory Authority with respect to the Processing of such Personal Data comprised in the Data and shall put forward the representations of the Purchaser on behalf of the Purchaser in any such dealings;

15.9.4. at the Purchaser's request, provide to the Purchaser a copy of all of or a sub-set of the Data held by the Supplier in the format and on the media reasonably specified by the Purchaser; and

15.9.5. promptly provide all necessary assistance, at no additional cost to the Purchaser, to allow each Controller to prepare any necessary data protection impact assessment or to undertake any necessary data protection consultations.

15.10. The Supplier shall have in place, and shall maintain throughout the term of the Contract, all appropriate technical and organisational security measures to ensure that the Supplier's Processing of Personal Data comprised in the Data is in accordance with the requirements of the Data Protection Laws and protects the rights of Data Subjects, including any measures set out in the Purchase Order or otherwise notified by the Purchaser in writing.

15.11. The Supplier shall ensure that access to the Data is limited to those Representatives who need access to the Data to meet the Supplier's obligations under the Contract; and to such part or parts of the Data and to the extent and manner as is strictly necessary for performance of that Representative's duties.

15.12. The Supplier shall ensure that all the Representatives who have access to the Data are aware of and have undertaken training in applicable laws relating to handling such Data (including the Data Protection Laws) and all applicable policies and procedures and comply with them; are aware of the Supplier's obligations and their personal duties and obligations under such applicable laws and the Contract, including the obligations to keep the Data confidential; and are bound by an obligation of confidentiality.

15.13. The Supplier shall not and shall ensure that its sub- contractors shall not transfer any Personal Data comprised in the Data to a country or territory outside the European Economic Area without the prior written consent of the Purchaser.

15.14. Upon receipt of any of the following by the Supplier, the Supplier shall notify the Purchaser immediately in writing, providing all known facts and shall provide the Purchaser with full co-operation and assistance in responding to any of such requests:

15.14.1. any enquiry, complaint, notice or other communication, which relates directly or indirectly to the processing of Personal Data comprised in the Data;

15.14.2. any request for disclosure of Personal Data;

15.14.3. any request or notice by a Data Subject to have Personal Data rectified, erased or any request or notice exercising any Data Subject's "right to be forgotten" or "right of "data portability" under the GDPR;

15.14.4. any order, penalty notice, fine or claim or order for suspension, ban on Processing threatened or issued against the Supplier in its capacity as Processor under the Data Protection Laws; or

15.14.5. any Data Subject Request in respect of Personal Data.

15.15. At the request of the Purchaser the Supplier shall submit for audit its Data Processing facilities and

its technical and organizational measures referred to in clause 15.10.

15.16. In the event of a Data Breach in respect of Personal Data the Supplier shall immediately notify the Purchaser in writing, providing all known facts of such Data Breach including, without limitation, a description of any Personal Data affected, the cause of such Data Breach and details of any steps the Supplier has taken or is planning to take to mitigate the effects of such Data Breach; provide the Purchaser with full co-operation and assistance in dealing with such Data Breach, in particular in relation to:

15.16.1. investigating the cause and effect of such Data Breach and containing and recovering any compromised Personal Data;

15.16.2. resolving any data privacy or security issues involving any Personal Data;

15.16.3. making any authorised notifications to individuals affected by such Data Breach or to any Supervisory Authority or any other applicable regulator; and coordinating the management of public relations and public statements relating to such Data Breach.

15.17. For the avoidance of doubt, the Supplier shall make no public statement in relation to such Data Breach without the prior written approval of the Purchaser; and take all steps necessary to prevent a repeat of such Data Breach.

15.18. On the expiry or earlier termination of the Contract the Supplier shall and shall require that all Sub Processors shall immediately cease Processing the Personal Data and, at the Purchaser's option and direction, arrange for the prompt and safe return and/or destruction of all Data including the Contract Data together with all copies in its or its SubProcessors possession or control and, where requested by the Purchaser, certify (by a director of the Supplier and/or its Sub-Processors (where applicable)) that such destruction and/or return has taken place. The Supplier shall not dispose, re-assign or re-use any equipment or any electronic, magnetic or other medium which is or has been used to store Data that has been generated, obtained, held, used or stored for the purposes of the Contract without first ensuring that such Data has been entirely removed, or otherwise obliterated.

15.19. The Supplier shall on demand indemnify the Purchaser from and against all claims, demands, actions, awards, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties, management time and legal and other professional costs and expenses) which the Purchaser suffers or incurs as a result of or arising out of or in connection with a breach by or on behalf of the Supplier of this Clause 13 (Data Protection) or the Data Protection Laws, including any failure or delay in performing, or negligent performance or non- performance of, any of those obligations or where they arise from the Supplier's negligence.

16. Health and safety at work act 1974

16.1. The Supplier, its sub-contractors, all employees, servants and agents shall in all dealings with the

Purchaser comply with all relevant health and safety legislation, regulations and codes of practice.

17. COSHH regulations, 2002

17.1. The Supplier, his sub-contractors, all employees, servants and agents shall observe their specific responsibilities contained in the Control of Substances Hazardous to Health (COSHH) Regulations, 2002 (as amended) which require that suitable and sufficient information is to be provided with appropriate Goods such that an assessment of their hazards can be made (e.g., Hazard Warning Data Sheets).

18. Force majeure

18.1. If the requirements of the Purchase Order are delayed or prevented by circumstances beyond the reasonable control of either party including but not limited to epidemics, pandemics, natural disaster, Government intervention, strike, lockout, delay by sub-contractors (but only where such delays are beyond the control of the sub-contractor concerned), provision of the Goods and/or performance of the

Services specified in the Purchase Order shall be suspended. During such suspension the Purchaser shall be at liberty to obtain from any source such Goods or Services as it deems necessary and to cancel the Contract in whole or in part by the like amount without incurring liability.

18.2. Performance of the Purchase Order requirements will be resumed as soon as the circumstances causing the delay cease, except where the parties otherwise agree, or the Purchaser no longer requires the Goods or Services having sourced similar Goods or Services elsewhere in accordance with this Clause 18. The Purchaser shall pay for such Goods as have been delivered or such a sum as may be equitable in respect of Services performed prior to suspension or cancellation.

19. Fraud, bribery and corruption

19.1. The Supplier shall procure that all of its business activities in the UK or elsewhere are conducted in compliance with the Bribery Act 2010 and Criminal Finances Act 2017 and the laws and requirements of all countries or territories in which the Supplier operates, including all antibribery and corruptions laws and laws against the facilitation of tax evasion.

19.2. The Supplier shall not do or omit to do any act that will cause or lead the Purchaser to be in breach of the Bribery Act 2010 and/or any other applicable anti-bribery and/or anti-corruption laws or regulations, or the Criminal Finances Act 2017 by facilitating the evasion of tax.

19.3. The Supplier shall not receive or agree to receive from any person or offer to agree to give to any person or procure for any person any gift or consideration of any kind as an inducement or reward for doing or not doing anything or showing favour or disfavour to any person in relation to this Contract.

19.4. The Supplier shall not engage in facilitation of tax evasion, nor shall the Supplier conspire with any person to do any of the acts mentioned in this Clause 21. Any

breach by the Supplier of this Clause 21 shall entitle the Purchaser to immediately terminate this Contract and recover from the Supplier the amount of any loss resulting from such termination and recover from the Supplier the amount of value of any such gift, consideration or commission.

19.5. Further, and without prejudice to the foregoing and/or any other remedy it may have, if the Purchaser has reasonable grounds to believe that any of the Supplier's personnel has committed a fraud or malpractice and/or otherwise acted in breach of the Bribery Act 2010 or facilitated the evasion of tax, or failed to have in place reasonable procedures to prevent the facilitation of tax evasion, the Purchaser may, in its sole discretion:

19.5.1. suspend the Services; and/or

19.5.2. withhold payment of any sums falling due to the Supplier. The Supplier shall, and shall ensure that each of its sub-contractors shall, comply with the Modern Slavery Act 2015 and shall notify the Purchaser as soon as practicable of any noncompliance.

19.6. Upon the Purchaser's request the Supplier shall provide the Purchaser with a slavery and human trafficking report setting out the steps the Supplier has taken to ensure slavery and human trafficking is not taking place in any part of the Supplier's business or any part of your supply chain.

19.7. Without prejudice to any other right the Purchaser may have to terminate the Contract the Purchaser shall be entitled, at its sole discretion, to withhold any payments due to the Supplier and/or terminate the Contract for any breach by the Supplier of this Clause

19.8. To the extent permitted by law, the Supplier shall indemnify the Purchaser from and against all damages, losses, costs expenses (including but not limited to legal expenses) or other liabilities, suffered or incurred by the Purchaser arising out of or in connection with any breach by the Supplier of this Clause 19 and all applicable laws, including but not limited to any breach of the Bribery Act 2010, the Modern Slavery Act 2015, or the Criminal Finances Act 2017.

20. Termination and suspension

20.1. Without limiting its other rights or remedies, the Purchaser may terminate the Contract with immediate effect by giving written notice to the Supplier if:

20.1.1. the Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within seven (7) days of receipt of notice in writing of the breach; or

20.1.2. an order is made or resolution passed for the Supplier to be declared bankrupt or be wound up (as appropriate), or if an administrator, receiver or administrative receiver shall be appointed over the whole or any part of the Supplier's undertakings or assets.

20.2. Without limiting its other rights or remedies, the Purchaser may:

20.2.1. At the cost of the Supplier obtain the

Goods and/or Services from a third party in order to fulfil the Contract.

20.2.2. terminate the Contract at any time by giving the Supplier one month's written notice.

20.3. The Purchaser may for his own convenience at any time suspend performance of the Contract and subsequently order recommencement at a later date.

21. Precedence of condition

21.1. The Purchase Order is placed on the understanding that all of the Conditions of Purchase and other information printed hereon or as amended by Clause 22 below, when applicable, are accepted by the Supplier.

21.2. Any amendments submitted by the Supplier on his acceptance notification shall not apply unless the Purchaser has given prior acceptance to such an amendment.

22. Framework agreement conditions

22.1. If this Purchase Order is issued under a Framework Agreement or Contract then the terms and conditions of the Framework Agreement or Contract (as the case may be) shall also apply to this Purchase Order.

22.2. In the event of any conflict between the terms of this Purchase Order and the Framework Agreement or Contract, the terms of the Framework Agreement or Contract shall take precedence.

23. Assignment

23.1. The Supplier shall not assign, transfer, charge,

subcontract or deal in any other manner with all or any part of its rights or obligations under the Contract (other than as required by the Purchase Order) without the prior written consent of the Purchaser. The Purchaser may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

24. Severance

24.1. If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

24.2. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

25. Third party rights

25.1. A person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act, 1999 to enforce any of its terms.

26. Law and jurisdiction

26.1. These conditions of Purchase shall be subject to English Law and the parties hereto submit to the exclusive jurisdiction of the English Courts.