

TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND SERVICES (2024)

HADLEY INDUSTRIES HOLDINGS LTD AND ASSOCIATED AND SUBSIDIARY COMPANIES

These terms & conditions ("Conditions") govern the purchase of goods ("Goods") and/or services ("Services") by the Company or any Affiliate of the Company from the Supplier. These Conditions apply to the exclusion of any other terms that the Supplier seeks to impose, or which are implied by trade, custom, practice or course of dealing.

1. INTERPRETATION

1.1. Definitions

Acceptance Conditions shall have the meaning set out in clause 5.2.

Affiliate means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;

Bribery Laws means the Bribery Act 2010 and all other applicable United Kingdom laws, legislation, statutory instruments and regulations in relation to bribery or anti-corruption;

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

Charges means the charges payable by the Company for the supply of the Goods and/or Services in accordance with clause 3;

Conditions means the terms and conditions set out in this document as amended from time to time in accordance with clause 16.7;

Contract means the contract between the Company and the Supplier for the sale and purchase of the Goods and/or supply of Services in accordance with these Conditions;

Control has the meaning as given to it in section 1124 of the Corporation Tax Act 2010 and the expressions Controls, Controlled, under common Control and change of Control shall be construed accordingly;

Company means Hadley Industries Holdings Ltd (registered in England and Wales with company number 00831538) and where applicable any Affiliate of Hadley Industries Holdings Ltd;

Company Materials means materials, equipment and tools, drawings, specifications and data supplied by the Company to the Supplier;

Data Protection Laws means, as binding on either party or the Deliverables (a) means the General Data Protection Regulation, Regulation (EU) 2016/679 (if applicable), such regulation as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time); (b) the Data Protection Act 2018; (c) any laws which implement or supplement any such laws;

Deliverables means the Goods or Services or both as the case may be;

Delivery Date means the date specified in the Order, or, if none is specified, within 30 days of the date of the Order;

Delivery Location means the address for delivery of Goods and/or performance of the Services as set out in the Order;

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

Force Majeure means an event or sequence of events beyond any party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment, telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving the Supplier's or its suppliers workforce, governmental restriction condition or control;

Good Industry Practice means the exercise of the degree of care, diligence and skill which would reasonably and ordinarily be expected from a skilled, professional and experienced person engaged in the same type of undertaking under the same or similar circumstances in the industry.

Goods means the goods to be supplied by the Supplier to the Company under the Contract as set out in the Order;

Intellectual Property Rights (IPR) copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in software, rights in goodwill, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all

renewals and extensions of such rights or applications; (d) whether vested, contingent or future; (e) to which the relevant party is or may be entitled, and (f) in whichever part of the world existing;

IPR Claim means any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the manufacture, supply or use of the Goods and/or Services;

Modern Slavery Policy means the Company's anti-slavery and human trafficking statement in force, as amended by notification to the Supplier from time to time;

Order means the Company's order for the purchase of Goods and/or supply of Services on the Company's purchase order form;

Services means the services to be provided by the Supplier to the Company under the Contract, as set out in the Order;

Specification means any specification for the Deliverables, including any related plans and drawings, which are agreed by the Company and the Supplier;

Supplier means the person or firm from whom the Company purchases the Goods and/or Services;

Supplier Personnel means all employees, officers, staff, other workers, agents and consultants of the Supplier, its Affiliates and any of their sub-contractors who are engaged in the performance of the Services from time to time;

Tooling shall have the meaning set out in clause 9.1;

VAT means value added tax payable from time to time or any other similar sale or fiscal tax applying to the supply of the Deliverables; and

Warranty Period shall have the meaning set out in clause 6.2.

1.2. Interpretation:

1.2.1. A reference to the Contract includes these Conditions, the Order and their respective schedules, annexes and appendices (if any).

1.2.2. A "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.2.3. A reference to a party includes its personal representatives, successors and permitted assigns.

1.2.4. 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.

1.2.5. Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.6. A reference to "writing" or "written" includes fax and email.

1.2.7. words in the singular include the plural and vice versa.

2. BASIS OF CONTRACT

2.1. These Conditions apply to and form part of the Contract between the Supplier and the Company. They supersede any previously issued terms and conditions of purchase or supply.

2.2. No terms or conditions endorsed on, delivered with, or contained in the Supplier's quotation, sales conditions, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Company otherwise agrees in writing.

2.3. The Company may place an Order at any time. Each Order by the Company to the Supplier constitutes an offer to purchase Deliverables subject to the Contract including these Conditions.

2.4. An Order may be withdrawn or amended by the Company at any time before acceptance by the Supplier. If the Supplier is unable to accept an Order, it shall notify the Company promptly in writing.

2.5. The Order shall be deemed to be accepted on the earlier of:

2.5.1. the Supplier issuing a written acceptance of the Order; and

2.5.2. the Supplier doing any act consistent with fulfilling the Order,

at which point the Contract shall come into existence.

2.6. Any forecasts provided by the Company shall be estimates only and shall not form any legally binding obligations on the Company.

3. CHARGES AND PAYMENT

- 3.1. The Charges for the Deliverables shall be set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the Deliverables. No increase in the Charges may be made by the Supplier after the Order is placed by the Company.
 - 3.2. All amounts payable by the Company under the Contract are exclusive of VAT. Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Company, the Company 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 Deliverables at the same time as payment is due for the Deliverables.
 - 3.3. The Charges for the Deliverables include the costs of packaging, delivery, unloading, unpacking, shipping, insurance, carriage and all other charges, expenses or taxes related to the Deliverables, their packing, transport and delivery.
 - 3.4. The Supplier may invoice the Company for:
 - 3.4.1. The Goods on or after the completion of delivery of the Goods, or, if later, the fulfilment of the applicable Acceptance Conditions;
 - 3.4.2. the Services on or after the completion of the performance of the Services or, if later, the fulfilment of the applicable Acceptance Conditions.
 - 3.5. To constitute a valid invoice, the Supplier's invoice must include the date of the Order, the invoice number, the Company's purchase order number, the Supplier's VAT registration number and any supporting documents that the Company may reasonably require.
 - 3.6. The Company shall pay valid and undisputed invoices of the Supplier within 90 days of the end of the month in which a correctly rendered invoice is received. Payment shall be made to the bank account nominated in writing by the Supplier.
 - 3.7. Time of payment is not of the essence. Where sums due under the Contract are not paid in full by the due date, to compensate the Supplier for all loss from the Company's breach, the Company shall pay on the sum overdue interest (before and after judgment) on a daily basis until payment in full at the rate of 1% per cent per annum above the Official Bank Rate from time to time of the Bank of England. The Supplier acknowledges that this is a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.
 - 3.8. Where the Charges for any Deliverables are to be calculated on a time and materials basis, the Supplier shall agree such Charges with the Company before invoicing, maintain complete and accurate records of the time spent and materials used in providing the Deliverables, and shall allow the Company to inspect such records at all reasonable times on request.
 - 3.9. Without prejudice to any other remedy, the Company may at any time, set off any liability of the Supplier to the Company against any liability of the Company to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. If the liabilities to be set off are expressed in different currencies, the Company may convert either liability at a market rate of exchange for the purpose of set off. Any exercise by the Company of its rights under this clause shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.
- 4. DELIVERY AND PERFORMANCE**
- 4.1. Where the Supplier is delivering Goods pursuant to the Contract which are to be delivered to the Company from outside the United Kingdom, it shall deliver the Goods DDP (Incoterms 2020) unless otherwise agreed by the parties in writing on the Delivery Date at the Delivery Location during the Company's normal business hours, or as instructed by the Company.
 - 4.2. Where the Supplier is delivering Goods pursuant to the Contract from within the United Kingdom, it shall deliver the Goods on the Delivery Date at the Delivery Location during the Company's normal business hours, or as instructed by the Company.
 - 4.3. The Goods shall be deemed delivered (but not accepted) on the completion of unloading the Goods at the Delivery Location.
 - 4.4. The Supplier shall perform the Services on the date(s) specified in the Order at the Delivery Location during the Company's normal business hours, or as instructed by the Company.
 - 4.5. The Services shall be deemed performed on completion of the Acceptance Conditions as confirmed by the Company in writing.
 - 4.6. Each delivery of Goods or performance of the Services shall be accompanied by a delivery note stating:
 - 4.6.1. the date of the Order;
 - 4.6.2. the Order number (if any);
 - 4.6.3. if Goods, the type and quantity of the Goods (including the code number of the Goods, where applicable);
 - 4.6.4. if Services, a description of the Services performed and details of the Supplier Personnel performing such Services;
 - 4.6.5. any special instructions including storage, handling and other requests;
 - 4.6.6. if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered;
 - 4.6.7. in the case of Goods, whether any packaging material is to be returned to the Supplier, in which case the Company shall, after the Goods are unpacked, make them available for collection by the Supplier at the Supplier's expense for a period not exceeding 7 days and;
 - 4.6.8. any additional information requested by the Company as set out in the Order.
 - 4.7. Unless the Order expressly permits a volume tolerance, the Supplier shall deliver the exact quantity of Goods stated on an Order and the Company may reject any delivery of Goods which is not in accordance with such exact quantity. Any rejected Goods shall be returnable at the Supplier's risk and expense.
 - 4.8. Where the Order permits a volume tolerance the Supplier shall deliver the quantity of Goods within such permitted tolerance and the Company may reject any delivery of Goods which is not in accordance with such quantity. Any rejected Goods shall be returnable at the Supplier's risk and expense.
 - 4.9. Time of delivery or performance (as the case may be) is of the essence. If the Supplier fails to deliver any of the Deliverables by the date specified in the Order, the Company shall (without prejudice to its other rights and remedies) be entitled at the Company's sole discretion:
 - 4.9.1. to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 4.9.2. to reject the Deliverables (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense.
 - 4.9.3. to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Deliverables (if paid);
 - 4.9.4. to require a refund from the Supplier of sums paid in advance for Deliverables that the Supplier has not provided;
 - 4.9.5. to refuse to accept any subsequent delivery of the Deliverables which the Supplier attempts to make;
 - 4.9.6. to recover from the Supplier any costs incurred by the Company, or any of its subsequent buyers, in obtaining substitute goods or services from a third party; and
 - 4.9.7. 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.
 - 4.10. If the Goods are not delivered on the Delivery Date or if the Services are not performed by the applicable date, the Company may, at its option, claim or deduct by way of liquidated damages 4% of the price of the Goods and/or Services for each week's delay in delivery and/or performance of the Services up to a maximum of 20% of the total price of the Goods and/or Services. If the Company exercises its rights under this clause 4.10, it shall not be entitled to any of the remedies set out in clause 4.9 in respect of the late performance of the Services and/or the Goods' late delivery (but such remedies shall be available in respect of the Goods' condition).
 - 4.11. The Supplier shall not deliver the Goods or perform the Services in instalments without the Company's prior written consent. Where it is agreed that the Goods are to be delivered or Services performed by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver or perform in any one instalment on time or at all, or any defect in an instalment shall entitle the Company to the remedies set out in clause 4.9.
- 5. ACCEPTANCE, REJECTION AND INSPECTION**
- 5.1. The Company shall not have accepted or be deemed to have accepted the Deliverables until the Acceptance Conditions are fulfilled and the Company has notified confirmation of such to the Supplier in writing.
 - 5.2. The 'Acceptance Conditions' are that:
 - 5.2.1. for Goods, the Goods and delivery note has been delivered to or at the Delivery Location;
 - 5.2.2. for Services, the Services have been performed at the Delivery Location;
 - 5.2.3. all pre-delivery and post-delivery acceptance tests and inspections have been completed to the satisfaction of the Company at its sole discretion; and
 - 5.2.4. the Company has notified the Supplier in writing that the Deliverables have been delivered in full compliance with the Order and the Conditions of the Contract including this clause 5.

- 5.3. The Company shall be entitled to reject any Deliverables which are not in full compliance with the Contract. Any acceptance of defective, late or incomplete Deliverables or any payment made in respect thereof, shall not constitute a waiver of any of the Company's rights and remedies, including its right to reject.
- 5.4. Any rejected Deliverables may be returned to the Supplier by the Company at the Supplier's cost and risk. The Supplier shall pay to the Company a reasonable charge for storing and returning any of the Deliverables over-delivered or rejected.
- 5.5. The rights of the Company in this clause 5 are without prejudice to the Company's other rights and remedies under the Contract including those under clauses 4 and 6.

6. WARRANTY

- 6.1. The Supplier warrants, represents and undertakes that it shall:
- 6.1.1. comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time and with the Modern Slavery Policy;
- 6.1.2. have all consents, licences and authorisations necessary to deliver and perform the Deliverables;
- 6.1.3. ensure the Contract is executed by a duly authorised signatory on behalf of Supplier;
- 6.1.4. provide high quality Documentation for the Deliverables;
- 6.1.5. ensure compliance and fulfilment of its obligations in accordance with the Order and the Contract;
- 6.1.6. understand the Company's business and needs;
- 6.1.7. observe, and ensure that the Supplier Personnel observe all health and safety rules and regulations and any other security requirements that apply at any of the Company's premises including the Delivery Location;
- 6.1.8. ensure that the Supplier Personnel use reasonable skill and care in the delivery and performance of the Deliverables;
- 6.1.9. keep the Company fully informed of all activities concerning the Deliverables and provide the Company with activity reports on request;
- 6.1.10. not, unless the Goods are proprietary goods of the Supplier's design intended for sale generally, mark the Goods with any trade name without the written consent of the Company; and
- 6.1.11. conduct such tests, including pre-delivery and post-delivery acceptance tests and inspections, in relation to the Deliverables prior to delivery or performance as the Company may require at its sole discretion.
- 6.2. The Supplier warrants, represents and undertakes that, the Deliverables shall for a period of 12 months from acceptance ("Warranty Period"):
- 6.2.1. conform in all material respects to any sample, and to the quality and description of the Specification;
- 6.2.2. be free from material defects in design, material and workmanship;
- 6.2.3. comply with all applicable laws, standards and Good Industry Practice;
- 6.2.4. if Goods, be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
- 6.2.5. if Services, be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II, s 13;
- 6.2.6. be fit for purpose and any purpose held out by the Supplier and set out in the Order and as otherwise required to meet the Company's needs; and
- 6.2.7. any media on which the results of the Services are supplied shall be free from defects in material and workmanship and of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 6.3. The Supplier agrees that the approval by the Company of any design or Specification provided by the Supplier shall not relieve the Supplier of any of its obligations under this clause 6.
- 6.4. Unless otherwise specified in the Order, the Company may at its sole discretion inspect and test the Deliverables at any time before delivery and for a period of three months thereafter. The Supplier shall remain fully responsible for the Deliverables despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract. For the avoidance of doubt, any inspection or testing of the Deliverables shall not be deemed to be acceptance of the Deliverables or a waiver of any of the Company's other rights and remedies, including its right to reject.

- 6.5. The Company may reject any Deliverables that do not comply with clauses 6.2 and 6.4 and the Supplier shall, at the Company's option, promptly remedy, repair, replace, correct, re-perform or refund the price of any such Deliverables provided that the Company serves a written notice on the Supplier within the Warranty Period that some or all of the Deliverables do not comply with clauses 6.2 and 6.4.
- 6.6. The Company may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 6.7. The provisions of these Conditions shall apply to any Deliverables that are remedied, repaired, replaced, corrected or re-performed with effect from the date of the acceptance of the remedied, repaired, replaced, corrected or re-performed Deliverables.
- 6.8. The Company's rights under these Conditions are in addition to, and do not exclude or modify, the rights and conditions contained in sections 13 to 15 of the Sale of Goods Act 1979 or sections 12 to 16 of the Supply of Goods and Services Act 1982.
- 6.9. The Company shall be entitled to exercise its rights under clause 6 regardless of whether the Deliverables have been accepted under the Acceptance Conditions and notwithstanding that the Deliverables were not rejected following their initial inspection under clause 5.3.

7. TITLE AND RISK

- 7.1. Title to the Goods shall pass to the Company on the sooner of:
- 7.1.1. payment by the Company for the Goods under clause 3; or
- 7.1.2. delivery of the Goods to the Company under clause 4.
- 7.2. Risk in the Goods shall pass to the Company on the later of:
- 7.2.1. delivery of the Goods to the Company as set out in clause 4; or
- 7.2.2. the Company's acceptance of the Goods on fulfilment of the relevant Acceptance Conditions as set out in clause 5.
- 7.3. The passing of title shall not prejudice any other of the Company's rights and remedies, including its right to reject.
- 7.4. The Supplier and no other person shall have a lien on, right of stoppage in transit or other rights in or to any Goods title to which has vested in the Company or any specifications or materials of the Company, and the Supplier shall ensure that relevant third parties accept the exclusion of such lien and rights.
- 7.5. The Supplier warrants and represents that it:
- 7.5.1. has at the time the Contract is made full, clear and unencumbered title to the Goods, and the full, clear and unencumbered right to sell and deliver them to the Company; and
- 7.5.2. shall hold such title and right to enable it to ensure that the Company shall acquire a valid, unqualified title to the Goods and shall enjoy quiet possession of them.

8. INTELLECTUAL PROPERTY

- 8.1. All Specifications provided by the Company and all IPR in the Deliverables made or performed in accordance with such Specifications shall vest in and remain at all times the property of the Company and such Specifications may only be used by the Supplier as necessary to perform the Contract.
- 8.2. The Supplier assigns (or shall procure the assignment) to the Company absolutely, at no additional charge, with full title guarantee, all right, title and interest in any such IPR (including any equipment or Tooling designed or created solely for the Deliverables), and the Supplier shall do all such things and sign all documents necessary in the Company's opinion to so vest all such IPR in the Company and to enable the Company to defend and enforce such IPR. The Supplier shall also, at the Company's request, waive or procure a waiver of applicable moral rights.
- 8.3. The Supplier shall immediately notify the Company in writing giving full particulars if any of the following matters come to its attention:
- 8.3.1. any actual, suspended or threatened infringement of IPR in the Deliverables;
- 8.3.2. any claim made or threatened that the Deliverables infringe the rights of any third party; or
- 8.3.3. any other order, charge or claim to which IPR in the Deliverables is subject.
- 8.4. If any IPR Claim is made or is reasonably likely to be made against the Company, the Supplier shall promptly and at its own expense either:
- 8.4.1. procure for the Company the right to continue using and possessing the relevant IPR; or

8.4.2. modify or replace the infringing part of the IPR and without adversely affecting the functionality of the IPR as set out in the Contract so as to avoid the infringement or alleged infringement,

provided that if, having used all reasonable endeavours, neither of the above can be accomplished on reasonable terms, the Supplier shall (without prejudice to the indemnity above) refund the price paid by the Company in respect of the affected IPR.

8.5. The Supplier shall indemnify, and keep indemnified, the Company against all liabilities, costs, expenses, damages and losses (whether direct, indirect or consequential) including, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by the Company as a result of or in connection with any IPR Claim.

9. DIES AND TOOLING

9.1. If the Supplier manufactures, fabricates or otherwise obtains from any source dies, tools and patterns specifically for the purpose of manufacture of the Goods ("Tooling") then title in such Tooling shall be vested in the Company absolutely and the price of the Goods includes the full price of such Tooling. For the avoidance of doubt, title to the Tooling shall pass to the Company on the earlier of delivery or payment of the Goods.

9.2. The Supplier shall at any time upon request deliver to the Company all Tooling. No lien, set-off, claim or counter claim of the Supplier against the Company shall entitle the Supplier to withhold delivery up of the Tooling. The Supplier licenses the Company to enter the premises of the Supplier or a third party to recover the Tooling at any time.

9.3. The Supplier shall not use the Tooling otherwise than in the fulfilment of the Order.

9.4. The Supplier shall be responsible to ensure the safe-keeping and proper maintenance of all Tooling.

10. INDEMNITY

10.1. The Supplier shall indemnify, and keep indemnified, the Company against all liabilities, costs, expenses, damages and losses (whether direct, indirect or consequential) including, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by the Company as a result of or in connection with:

10.1.1. any claim made against the Company by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods and/or performance of the Services, to the extent that the defects in the Goods and/or performance of the Services are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

10.1.2. any claim made against the Company by a third party arising out of or in connection with the supply of the Goods and/or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and

10.1.3. defects in materials, quality, workmanship or performance of the Deliverables.

10.2. This clause 10 shall survive termination of the Contract.

11. INSURANCE

During the term of the Contract and for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Company's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance. The Supplier shall on request assign to the Company the benefit of such insurance.

12. CONFIDENTIALITY

12.1. The Supplier undertakes that it shall not at any time during the Contract and for a period of five years after termination or expiry of the Contract, disclose to any person any confidential information disclosed by the Company concerning the Goods, Services, Deliverables, IPR, business, affairs, Company's clients or suppliers (collectively "Confidential Information"), except as permitted by clause 12.2.

12.2. The Supplier may disclose the Company's Confidential Information:

12.2.1. to its employees, officers, representatives, contractors, subcontractors or advisers only to the extent required to satisfy the Supplier's obligations under the Contract. The Supplier shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the Company's Confidential Information comply with this clause 12; and

12.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided, that the Supplier shall provide

prompt written notice to the Company so it may seek an injunction or other assurances of appropriate confidential treatment for such Confidential Information, and the Supplier limits the disclosure to that portion of the Confidential Information that is legally required to be disclosed.

12.3. The Supplier shall not use the Company's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

13. TERMINATION AND CANCELLATION

13.1. The Company may cancel the Order for the Deliverables in whole or in part at any time before delivery of the Goods and/or performance of the Services with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Order. The Company shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods and/or Services at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss and shall be subject to the Supplier providing reasonable evidence of such work in progress. The Supplier shall mitigate its costs relating to the Order to the maximum extent possible upon receipt of the notice of cancellation.

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

13.2.1. the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days after being notified in writing to do so;

13.2.2. the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

13.2.3. the Supplier takes any step or action in connection with being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

13.2.4. the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

13.2.5. the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

13.3. On termination or expiry of the Contract, the Supplier shall immediately return all Company Materials and, at the Company's option and without prejudice to any other remedy the Company may have, immediately provide all Goods (including any portion thereof in progress) or a full refund of monies paid by the Company in respect of the Order. If the Company exercises its right to require the supplier to provide all Goods (including any portion thereof in progress) and the Supplier fails to do so, the Company may enter the Supplier's premises and take possession of them. Until they 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.

13.4. The Company may terminate the Contract at any time by giving no less than four weeks' notice in writing to the Supplier if the Supplier undergoes a change of Control.

13.5. Termination or expiry of the Contract, however arising, shall not affect any of the Company's rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

13.6. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

14. DATA PROTECTION

14.1. The parties agree each party shall at all times comply with all Data Protection Laws in connection with the Contract.

15. MODERN SLAVERY AND ANTI-BRIBERY

15.1. The Supplier shall:

15.1.1. implement due diligence in its supply chain to eradicate slavery or human trafficking and comply with all requirements of the Modern Slavery Act and not engage in any activity that would constitute an offence under such act;

15.1.2. comply with Bribery Laws; and

15.1.3. comply with the Modern Slavery Policy.

15.2. The Company may audit the Supplier at any time to ensure compliance with this clause 15.

16. GENERAL

16.1. Force Majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract due to Force Majeure. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non performance continues for 12 weeks, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

16.2. Further assurance

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

16.3. Assignment and other dealings

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

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

16.4. Subcontracting

The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Company. If the Company consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

16.5. Marketing

Neither the Order nor the Company name shall be used by the Supplier for marketing purposes without the prior written consent of the Company.

16.6. Entire agreement

16.6.1. 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.

16.6.2. Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

16.6.3. Nothing in these Conditions purports to limit or exclude any liability for fraud.

16.7. Variation

Except as set out in these Conditions, no variation to these Conditions, or to an Order or to the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by a duly authorised signatory on behalf of each party.

16.8. Waiver

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.9. 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 this agreement. If any provision of the Contract is deemed deleted under this clause 16.9 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

16.10. Notices

16.10.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:

16.10.1.1. 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

16.10.1.2. sent by email to the following email address:

for Company ask@hadleygroup.com

for Supplier the email address as set out in the Order.

16.10.2. Any notice or communication shall be deemed to have been received:

16.10.2.1. if delivered by hand, at the time the notice is left at the proper address;

16.10.2.2. if sent by pre paid first class post or other next working day delivery service, at 9am on the third Business Day after posting; or

16.10.2.3. 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. In this clause 16.10.2.3, business hours means 9 am to 5 pm Monday to Friday on a day that is not a public holiday in the place of receipt.

16.10.3. 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.

16.11. Third party rights

Unless it expressly states otherwise, 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.

16.12. 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.

16.13. 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.