



TRANSACT

TRANSFORM

RUN

RECYCLE

General Terms and Conditions of Purchase of Maintenance Only

Short Form

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1. BASIS OF CONTRACT

1.1. These terms and conditions below ("**Conditions**") apply to the agreement ("**Contract**") between Bell-TS Netherlands B.V. or its Group Company ("**Customer**") for the provision of services carried out by the Supplier, including preventative maintenance, corrective maintenance and emergency maintenance (collectively, "**Maintenance**") of the equipment (collectively, "**Maintained Equipment**") specified in the Customer's order ("**Order**"). The Supplier shall provide the Customer with Maintenance and/or support services for software, cloud services and/or hardware as detailed in the Order (individually defined as "**Software**" "**Cloud Services**" or "**Hardware**" respectively) (collectively "**MSS**"). Once the Order is issued by the Customer, the Contract is formed between the Customer and the Supplier. These Conditions shall apply to the exclusion of any other terms that the Supplier seeks to impose or incorporate within its quotation, or which are implied by trade, custom, practice or course of dealing.

2. DEFINITIONS

- 2.1. "**Customer Premises**" means the Customers and end customer premises or those premises identified in the Order where the Maintenance performance is to be carried out;
- 2.2. "**Bundled**" means sold with the provision of services for Maintenance under the same Contract and not as a separate service under another Contract;
- 2.3. "**Fix Time**" means maximum amount of time to be taken by the Supplier to provide the fault correction as set out in the relevant Order;
- 2.4. "**Fault Correction(s)**" means any repair, correction, adjustment, replacement, renewal, bug-fix, work-around, patch or other modification or addition to any part of the Hardware and/or Software that brings the Hardware and/or Software into conformity with the specification and the Contract provided that a Fault Correction shall only be deemed to be complete once it is implemented within the Hardware and/or Software and the Hardware and/or Software is working again fully in accordance with the Hardware or Software specifications as stipulated in the Order and Contract and are doing so without any having a harmful impact on or causing any diminution in performance, capacity or functionality of our other systems;
- 2.5. "**Fault**" means any error, failure or malfunction of the Hardware and/or Software such that it does not operate in accordance with the Hardware or Software specification and/or the Contract;
- 2.6. "**Group Company**" means any undertaking which from time to time is a parent undertaking of Bell-TS Netherlands B.V. or a subsidiary of Bell-TSI Limited or of any such parent undertaking (the terms parent undertaking and subsidiary being interpreted in accordance with Article 2:24a sub 1 of the Dutch Civil Code (**Burgerlijk Wetboek**)).
- 2.7. "**New Version**" means any new version of the Hardware and/or Software which from time to time is publicly marketed and offered for purchase by the Supplier in the course of its normal business, being a version, which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product;
- 2.8. "**Priority Categorisation**" means in Customers reasonable opinion:

- (a) Priority 1 – a reproducible fault which substantially hinders or prevents all users of the Hardware from using a material part of the functionality of the Hardware in question
- (b) Priority 2 – a reproducible fault which substantially hinders or prevents a significant number of users from using a material part of the functionality of the Hardware in question
- (c) Priority 3 - a reproducible fault which hinders or prevents all or some users of the Hardware from using some non-material part of the functionality of the Hardware in question
- (d) Priority 4 - a reproducible fault which hinders or prevents one or more user of the Hardware from using some non-material part of the functionality of the Hardware in question
- (e) Priority 5 - other, a cosmetic defect which does not impact a material part of the functionality of the Hardware

2.9. "**Upgrade**" means an upgrade of the Hardware and/or Software which corrects faults, adds functionality or otherwise amends or upgrades the Hardware, which does not constitute a New Version;

3. WARRANTIES

- 3.1. The Supplier warrants, represents and undertakes to the Customer that:
 - 3.1.1. it will comply with all relevant anti-bribery legislation ("**Anti-Corruption Laws**") and anti-slavery legislation ("**Anti-slavery Laws**");
 - 3.1.2. the Maintenance will be performed in such a way as not to cause any interruption to the business processes of the Customer or its end customer (other than any agreed and unavoidable interruption which is required in order to perform the Maintenance in a proper and efficient manner);
 - 3.1.3. the updated Software or Hardware will continue to provide the facilities and functions and shall continue to comply with the Contract;
 - 3.1.4. the performance of the Maintenance will:
 - 3.1.4.1. comply with all laws, legislation and government regulations applicable to a party's rights and obligations set out in this Contract from time to time ("**Applicable Laws**") relating to the performance;
 - 3.1.4.2. be of suitable materials and workmanship and executed with reasonable care and skill by suitably qualified and experienced personnel in accordance with Good Industry Practice;
 - 3.1.4.3. conform to, specification and standards (if any) clearly stated or referred to in the Order;
 - 3.1.4.4. if the purpose for which they are required is indicated in the Order, either expressly or by implication, be fit for that purpose.
- 3.2. The Supplier shall pass to the Customer for its own benefit and the benefit of its customers, the benefit of all manufacturer and other third-party warranties and/or guarantees relating to the performance of the Maintenance.
- 3.3. The Supplier shall comply with the Customer policies (including but not limited to the Customer charter) as made known to the Supplier by the Customer from time to time.

4. BREACH OF WARRANTY

If there is a breach of any of the warranties in Condition 3, then without limiting any of its other rights or remedies, and whether or not it has accepted the performance, the Customer may exercise any one or more of the following remedies at the Supplier's cost and expense: (i) have the Supplier promptly re-perform the Maintenance and provide Maintenance that complies with the Contract; or, (ii) the Supplier shall refund the price paid.

5. PERFORMANCE OF THE CONTRACT

- 5.1. The Supplier shall provide Maintenance to the delivery Customer Premises on the delivery date set out in the Order or as amended in writing between the parties from time to time.
- 5.2. The Supplier shall attend, as is necessary, the Customers Premises to perform Maintenance. Where the Supplier is conducting the Maintenance on-site, it shall do so between the hours of 9:00 am to 5:30pm ("**Normal Business Hours**") on a day other than a Saturday, Sunday or a bank holiday in the jurisdiction of the Customer ("**Working Day**").
- 5.3. Supplier shall use all reasonable endeavours to perform Maintenance within the relevant fix time as stipulated in the Order.
- 5.4. Following the Customer informing the Supplier that the Maintained Equipment is malfunctioning or not in good working order, the Supplier shall:
 - 5.4.1 use all reasonable endeavours to perform Maintenance within the Fix Time; and
 - 5.4.2 use all reasonable endeavours to attend the Customer Premises, if necessary, during Normal Business Hours within the relevant response time as stipulated in the Order or otherwise agreed to by parties.
- 5.5. If the Customer informs the Supplier outside Normal Business Hours that there has been a failure in performance the Supplier shall:
 - 5.5.1. use all reasonable endeavours to perform Maintenance within the relevant Fix Time;
 - 5.5.2. where, in the Suppliers opinion, it cannot reasonable perform Maintenance remotely, use all reasonable endeavours to attend at the Customer Premises within the relevant response time as stipulated in the Order or otherwise agreed to by parties.
- 5.6. In performing any Maintenance services, the Supplier shall use all reasonable endeavours to restore any malfunctioning or failed Maintained Equipment to good working order either remotely or while in attendance at the Customer Premises. Where this is not reasonably practicable, or not reasonably practicable within Normal Business Hours, the Supplier shall either arrange for a further visit to the Customer Premises within Normal Working Hours to complete the repair or remove the Maintained Equipment or part of the Maintained Equipment for repair off-site.
- 5.7. The Supplier shall procure and ensure that personnel shall comply with Customers reasonable health and safety and security policies.
- 5.8. The Customer may terminate all or part of the Contract at any time by giving written notice via email to the Supplier. If the Supplier has not performed the Maintenance in accordance with the Order, then such termination shall be without liability on the part of the Customer.
- 5.9. If the MSS is Bundled then the following shall apply:
 - 5.9.1. either, the MMS shall be sold to the Customer on the same terms and conditions as those upon which the party with whom the Supplier contracts for supply of the MSS to the Customer ("**Third Party Vendor**").
 - 5.9.2. if there is a EULA or Subscription Agreement which specifically references maintenance and/or support, then the MSS shall be supplied in accordance with the terms of the applicable EULA or Subscription Agreement.

- 5.10. If the MSS is not Bundled then it shall be supplied on the same terms and conditions as apply to Professional Services and the MMS and the applicable service levels shall be as described in the applicable SOW.

6. REPLACEMENT AND SPARE PARTS FOR HARDWARE

- 6.1 In performing the Maintenance, the Supplier shall source spare parts required to restore the Maintained Equipment to good working order. Where the Supplier can reasonably source individual spare parts for less than those amounts specified in the Order, the Supplier shall not charge the Customer for the spare parts, unless otherwise agreed to by both parties.
- 6.2 All spare parts and/or replacements provided by the Supplier to the Customer shall become part of the Maintained Equipment and the property of the Customer. The Supplier will assign to the Customer, with full title guarantee and free from all third-party rights, all spare parts and/or replacements provided by the Supplier. All parts and components removed from the Maintained Equipment by the Supplier during Maintenance shall no longer constitute part of the Maintained Equipment and will be the property of the Supplier.

7. MAINTENANCE SUPPORT FOR HARDWARE AND SOFTWARE

- 7.1 In order, to be eligible for Maintenance services under the Contract, the Hardware and Software must be unmodified and operated by the Customer in accordance with the operating manuals, user instruction manuals, technical literature, specifications and other documentation relating to the Software and/or Hardware ("**Documentation**").
- 7.2 The Supplier may, in its absolute discretion, examine and test the Hardware to ascertain its eligibility for support prior to the provision of the Maintenance. Where the Supplier determines that the Hardware is ineligible for support, the Customer may choose to either:
 - 7.2.1 terminate the Contract; or
 - 7.2.2 require the Supplier to carry out any necessary repairs, modifications and adjustments (which the Supplier reasonably determines to be necessary to make the Hardware eligible for Support) which will be made by the Supplier at additional costs. The Supplier shall not make any such repairs, modifications and adjustments without the prior written consent of the Customer.
- 7.3 The Supplier shall:
 - 7.3.1 resolve queries via a telephone call or email originated by the Customer to the Contact Email or Contact Telephone Number;
 - 7.3.2 provide workable and successful recommendations relevant to the course of action necessary to recover from a Fault, error or failure in the Hardware or Software;
 - 7.3.3 upon request by the Customer provide the diagnosis of Faults and the rectification of such Faults by the issue of Fault Corrections and Upgrades in accordance with the provisions set out in paragraphs 7.5 to 7.8 (inclusive) below.
- 7.4 Upon becoming aware of or receiving notification of a Fault, the Customer shall, acting reasonably, assign a Fault Categorisation according to the Priority Categorisations and shall inform the Supplier of the Fault and Fault Categorisation
- 7.5 When the Supplier becomes aware of a Fault, the Supplier shall respond to the Customer within the response times as indicated in the Order to indicate the actions that the Supplier will take to provide Fault Correction within the Fix Times and shall promptly achieve Fault Corrections within such Fix Times.
- 7.6 The Supplier shall maintain an accurate and up to date record of all Faults reported, showing the date and time of Fault, nature of the Fault, actions taken, status, expected or actual resolution time and shall provide the same to the Customer upon request.
- 7.7 The Supplier shall:

- 7.7.1 ensure that the Hardware and/or Software conforms to any change in legislation or new legal requirements which affect the application of any function or facility described in the relevant Hardware and/or Software specifications as stipulated in the Order;
- 7.7.2 promptly notify the Customer in writing of all such changes and new requirements; and
- 7.7.3 operate a telephone helpdesk where detailed in the Contract or Order.
- 7.8 The following terms are in relation to providing Maintenance for Software specific Orders:
- 7.8.1 The Supplier shall, at no further cost to the Customer, amend the relevant part of the Software and Software specification necessary to enable the Customer to make proper use of the corrected version of the Software;
- 7.8.2 the Customer shall be free to photocopy or otherwise duplicate the Documentation provided by the Supplier and relating to the use of the Software;
- 7.8.3 The Supplier shall promptly notify the Customer of any Upgrade, New Version or other release of the Software issued by the Supplier (collectively, "**Modifications**"). If such Modification is an Upgrade or a New Version, give at least 20 Working Days' notice prior to the planned implementation date of such Upgrade or New Version and shall offer such Modifications as reflective in the Order.
- 7.8.4 No Modification shall have a detrimental effect on the functionality, reliability or performance of the Software or use of the same: (a) in the case of an Upgrade, the Customer may within a reasonable time require the Supplier to supply, free of charge, such additional services as are required to rectify any defect in the Software which the Upgrade was intended to rectify; or (b) in the case of a New Version, the Customer may, within a reasonable time require the Supplier to supply, free of charge, such additional services as are required to rectify any defect in the Software by installing the New Version.
- 7.8.5 The Supplier will provide the Customer with written notice (notice period as agreed to in the Order) of the date when a version of the Software is no longer going to be maintained or supported by the Supplier ("**Extinct Software**"). Following such notification, the Customer may, at its option (a) migrate to a maintained and supported version at the then prevailing price or such other price as may be agreed between the Customer and the Supplier or (b) terminate the Contract. The Supplier will be under no obligation to continue to provide the Software Maintenance services for the Extinct Software from such date. Any prepayment shall be credited against the Maintenance price for the maintained and supported version adopted by the Customer or, in the case of termination, refunded to the Customer.
- 8. PRICE AND PAYMENT**
- 8.1. The Customer shall pay all undisputed invoices within sixty (60) days from the receipt of the invoice unless expressly stated otherwise in the Order.
- 8.2. The Supplier may invoice the Customer for the performance in Maintenance and in accordance with the payment dates referred to in the Order if the performance of the Maintenance has been performed in accordance with the Contract and the Customer has notified the Supplier promptly by issuing a goods receipt note.
- 8.3. The Supplier shall not be entitled to invoice the Customer later than ninety (90) days following receipt of a goods receipt note from the Customer and the Customer shall not be obliged to pay the Supplier for the Maintenance performance after such ninety (90) days has elapsed. For the avoidance of doubt, this Condition shall not apply where any delay has been caused by the Customer's failure to provide the goods receipt note.
- 8.4. The Customer acknowledges that a geographical change in Customers Premises where the Maintained Equipment is based, may affect the price payable by Customer. Such price shall be agreed by parties in the Contract.
- 8.5. If any amount due to the Supplier is subject to any withholding tax or deduction by the Customer then, the Customer will gross up the payment so that the Supplier receives the agreed amount and the surplus is remitted to the relevant tax authority.
- 8.6. The Customer may cancel an Order at any time but shall be liable for reasonable costs and expenses incurred by the Supplier as a result of such cancellation provided that the Supplier uses best endeavours to avoid or minimise such costs and expenses.
- 9. CONFIDENTIALITY**
- 9.1 The Supplier shall:
- 9.1.1 protect all information, disclosed by the disclosing party, or its employees, officers, advisers, agents or representatives ("**Representatives**"), pursuant to the Contract, including but not limited to, financial, end customer information, business or technical or other data and all other confidential information (whether written, oral, visual or in electronic form or in magnetic or other media) ("**Confidential Information**") and, in doing so, must use no less than the equivalent degree of care that such party applies to its own Confidential Information which shall in no case be less than a reasonable standard of care;
- 9.1.2 have internal systems to ensure that Confidential Information is stored and handled in such a way as to prevent unauthorised disclosure;
- 9.1.3 procure that its personnel and any third parties do not; disseminate, copy, employ, exploit, adapt, modify or in any other manner whatsoever utilise the Confidential Information other than strictly for the provision of Maintenance. For the avoidance of doubt, the Supplier shall be liable for all acts and/or omissions of its personnel and any third parties.
- 9.2 The obligations contained in Conditions 9.1.1 to 9.1.3 shall not apply to any Confidential Information which: (a) is lawfully in the possession of the Supplier prior to receipt from the disclosing party, as reasonably evidenced in writing; (b) is or becomes publicly known, other than as a consequence of a breach of the Contract; (c) can be reasonably evidenced by written records that it has been developed independently by the Supplier without access to, use of, or incorporation of the Confidential Information; (d) is required to be disclosed by a court of competent jurisdiction or operation of law, provided the Supplier, where reasonably practicable, provides notice to the Customer of such disclosure; (e) is received from a third party without breach of any other relevant confidentiality obligations.
- 9.3 The Supplier shall not disclose to any third party the terms upon which it has licenced the Software to the Customer or Authorised Users, without the Customer's prior written consent unless required to do so by law.
- 10. DATA PROTECTION**
- 10.1. For the purpose of this Condition 9, "Controller", "Personal Data" and "Process" shall have the meanings given to them in the Data Protection Act 2018 unless and until: (a) the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and then (b) any successor legislation to the GDPR or the Data Protection Act 2018 ("Data Protection Legislation");
- 10.2. The parties each acknowledge and agree that they may need to Process Personal Data (in their respective capacities as Controllers) in order to (as appropriate): (a) administer and provide the Maintenance; (b) request and receive the Maintenance; (c) compile, dispatch and manage the payment of invoices relating to the Maintenance; (d) manage the Contract and resolve any disputes relating to it; (e) respond and/or raise

general queries relating to the performance of the Maintenance; and (f) comply with their respective regulatory obligations.

- 10.3. Each party shall Process Personal Data for the purposes set out in Condition 9.2 in accordance with their respective privacy policies. The parties acknowledge that they may be required to share Personal Data with their affiliates, group companies and other relevant parties, within or outside of the country of origin, in order to carry out the activities listed in Condition 9.2, and in doing so each Party will ensure that the sharing and use of this Personal Data complies with DPA.

11. CUSTOMER MATERIALS

- 11.1. The Supplier shall not and shall procure that any subcontractor does not store, copy, disclose, or use material which is made available or supplied by the Customer to the Supplier ("**Customer Materials**") except as necessary for the performance by the Supplier of its obligations under the Contract or as otherwise expressly authorised in writing by the Customer.
- 11.2. The Supplier shall take all precautions necessary to preserve the integrity of Customer Materials and to prevent any corruption, destruction or loss of data relating to the Customer or their end customer which is processed, stored, generated, or capable of access by, or which otherwise comes into the possession of the Supplier or any subcontractor.

12. INSURANCE

- 12.1. The Supplier agrees to take out and maintain insurance in respect of employer's liability, public liability and professional liability as is commercially prudent and reasonable with a reputable insurance company. The Supplier shall provide the Customer with a copy of such insurance certificates upon reasonable request in order to verify the extent and level of insurance cover taken out by the Supplier and the payment of the relevant premiums.

13. IPR INDEMNITY

- 13.1. The Supplier shall indemnify and hold the Customer harmless from and against any and all liability or damage (including reasonable and verifiable costs and expenses) suffered or incurred by the Customer and arising from any action, claim or proceedings brought against the Customer by a third party alleging that the proper possession or use of the Hardware and/or Software by the Customer infringes such third party's IPR ("Claim") provided that: (a) the Supplier is given prompt written notice of such Claim; (b) is given information, reasonable assistance, and exclusive authority to defend or settle the Claim; (c) that the Customer complies with all reasonable instructions of the Supplier with regard to the continuing use of the Hardware and/or Software; and that Customer does not prejudice the Supplier's defence or settlement of the Claim.

14. LIMITATION OF LIABILITY

- 14.1. Neither party excludes or limits its liability to the other for:
- 14.1.1. personal injury or death caused by its negligence;
 - 14.1.2. any matter for which, Applicable Laws, a party cannot exclude or limit or attempt to exclude or limit its liability;
 - 14.1.3. breach of Condition 8 (Confidentiality); breach of Condition 9 (Data Protection); breach of Condition 16 (Intellectual Property); and
 - 14.1.4. fraud or fraudulent misrepresentation.
- 14.2. Subject to Condition 13.1, neither party shall have any liability to the other party for any indirect, special or consequential loss, loss of profits, loss of revenue, loss of savings, damage to reputation or goodwill or loss of data.
- 14.3. Subject to Clause 13.1 and 13.2, each party's total liability to the other for breach of contract, tort, breach of statutory duty or otherwise shall not exceed:
- 14.3.1. £10 million (ten million) per claim for liability resulting from negligence;
 - 14.3.2. £10 million (ten million) per claim for all liability arising from defects in the supplied products;

- 14.3.3. for all other liability, 150% of the total charges paid or payable by the Customer to the Supplier under the Contract.

15. ANTI-BRIBERY AND CORRUPTION

- 15.1. The Supplier including any of its employees, agents, consultants, contractors and subcontractors, shall:
- (i) act in accordance with all Applicable Laws relating to bribery and the non-payment of secret commissions ("**Anti-Corruption Laws**");
 - (ii) not do, or omit to do anything likely to cause the Customer or end customer to be in breach of Anti-Corruption Laws;
 - (iii) not give, promise, receive or request any bribes (financial or other advantage), including but not limited to in relation to any public official;
 - (iv) maintain an effective anti-bribery (including gift and hospitality) compliance programme, designed to ensure compliance including the monitoring of compliance and detection of violations; and
 - (v) reasonably assist the Customer, to comply with bribery and corruption legislation at the Customer's cost and expense.
- 15.2. Supplier shall only be paid by the Customer, for Services performed, by wire transfer or other traceable instrument to a bank account in the Supplier's name. The Supplier shall maintain accurate and detailed accounting records for transactions including cash and bank accounts and maintain an effective system of internal control and monitoring.
- 15.3. Supplier shall ensure that any person associated with Supplier (including sub-contractors) performing Services in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier.

16. ANTI-SLAVERY

- 16.1. The Supplier undertakes, warrants and represents that:
- 16.1.1. neither the Supplier nor any of its officers, employees, agents, sub-contractors have: (a) committed an offence under any Applicable Laws relating to the prevention of slavery ("**Anti-slavery Laws**"); or (b) been notified that it is subject to an investigation relating to an alleged offence or prosecution under Anti-slavery Laws; or (c) been made aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged offence or prosecution under Anti-slavery Laws;
 - 16.1.2. it shall notify the Customer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents have breached or potentially breached any of the Supplier's obligations under this Condition 15.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.
- 16.2. Any breach of Condition 15.1 by the Supplier shall be deemed a material breach of the Contract and shall entitle the Customer to terminate the Contract with immediate effect.
- 16.3. The Supplier shall seek to impose upon its sub-contractors (or any third party within its supply chain) similar provisions to those in this Condition 15.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1. Any intellectual property rights includes but is not limited to; patents, designs and trade marks (whether registered or unregistered), copyright, database rights and know how (collectively, "**IPR**").
- 17.2. Nothing in this Contract shall transfer any IPR from one Party to the other Party and the Supplier or its licensor, shall retain ownership of all IPR in the Deliverables.
- 17.3. The Customer hereby authorises the Supplier to use any IPR in materials provided to it by the Customer for the purposes only of

performing its obligations under the Contract for the duration of the Contract.

- 17.4. The Supplier hereby grants (or shall procure the grant of) the right to possess and use the Hardware and/or Software for the purpose for which the Maintenance have been supplied.
- 17.5. The Customer shall not remove, deface or obscure any identifying or proprietary mark on or relating to the Maintenance.

18. TERMINATION

- 18.1. Either party may by written notice terminate the Contract if the other party is in material breach of any Condition(s) of the Contract, which is either:
- 18.1.1. not capable of remedy; or
 - 18.1.2. being capable of remedy, has not been remedied within thirty (30) days after written notice from the other party requiring it to do so.
- 18.2. For this purpose, a number of breaches (whether of the same or different obligations and regardless of whether those breaches are remedied) may collectively constitute a material breach to which Condition 17.1.1 or 17.1.2 applies whether or not each breach on its own would be considered a material breach.
- 18.3. Either party may terminate the Contract at any time with immediate effect if:
- 18.3.1. a resolution is passed, or an order is made for the winding up (or equivalent order in the relevant jurisdiction) of the other Party, otherwise than for the purposes of a bona fide scheme of solvent amalgamation or reconstruction;
 - 18.3.2. the other party becomes subject to an administration order; a liquidator, receiver or administrative receiver or similar is appointed over any of its property or assets;
 - 18.3.3. the other party enters into an arrangement or composition with its creditors, ceases or threatens to cease to carry on business, becomes insolvent or ceases to be able to pay its debts as they fall due;
 - 18.3.4. the other Party commits a breach under Condition 15 (Anti-Bribery Laws) and 16 (Anti-Slavery Laws); or
 - 18.3.5. a Force Majeure Event (defined in Condition 23.1) continues for a period of sixty (60) days.
- 18.4. If the Contract is terminated:
- 18.4.1. the Contract shall continue in force to the extent necessary to give effect to those of its provisions which expressly or by implication have effect after termination; and
 - 18.4.2. the rights of either party accrued on or prior to termination shall remain unaffected.
- 18.5. Upon early termination of the Contract in accordance with its terms by either party, where the Customer has paid the Supplier for performance of Maintenance that have not been supplied at the date of termination, the Supplier shall, upon demand, either repay such Price to the Customer or perform the Maintenance.

19. AUDIT AND INSPECTION

- 19.1. The Supplier shall permit the auditors to conduct audits of the Supplier during the term of the Contract (and for six years after the expiry or termination of the Contract). The right of audit includes a right for the auditor to enter any of the Supplier premises to inspect and take copies of such books and records and to interview members of the Supplier personnel once per annum.
- 19.2. The purpose of any audit carried out under this Condition 18 shall be to: provide the auditor with assurance as to the Supplier's compliance with the Contract; to enable the Customer to investigate any complaints or queries of or provide information required by a regulatory authority or any Customers or the Customer group relating to the Maintenance or the conduct of the Supplier, the Supplier personnel; and to investigate any suspicion

of fraud or wrongful practice on the part of the Supplier, the Supplier personnel.

- 19.3. The Supplier shall cooperate with the auditor and will provide or procure such access and assistance as the auditor requires in order to enable the auditor to fully exercise the rights set out in Condition 18.1. Except where the audit is undertaken in respect of suspected fraud or breach or by a regulatory authority which stipulates that no notice should be given, the Customer shall provide at least three (3) Working Days' written notice of the audit; shall conduct the audit (or procure it is conducted) within Normal Business Hours; and shall use reasonable endeavours to avoid any disruption to the business of the Supplier or the Subcontractors.

20. ASSIGNMENT AND SUB-CONTRACTING

- 20.1. The Supplier shall not assign, transfer or sub-contract its rights or obligations under the Contract without the Customer's prior written consent. Any such consent shall not relieve the Supplier of its obligations under the Contract.

21. NOTICES

- 21.1. Where the Contract requires notice to be given by one party to the other such notice shall be in writing and shall be delivered by hand, e-mail, courier, first class post or special delivery post to the following:
- 21.1.1. in the case of delivery to the Customer, to the CFO or General Counsel (or equivalent) at New Hampshire Court, St. Paul's Road, Portsmouth, PO5 4AQ;
 - 21.1.2. in the case of e-mail, to an email address previously used by the receiving Party for the purposes of issuing or receiving Orders and which the sender has reasonable grounds to believe is in use, if a non-automated confirmation of receipt is not received with 24 hours of sending then another method of delivery shall also be used but this shall not affect the deemed receipt of the e-mail;
 - 21.1.3. in the case of delivery to the Supplier to a Director at the Supplier's registered office address.
- 21.2. Notices will be deemed to have been duly served if delivered by hand or courier at the time of delivery; if by e-mail at the time of sending; if delivered by first class post or special delivery post 48 hours after being posted, provided that where in the case of delivery by hand, courier or e-mail such delivery occurs either after 4.00 pm on a Working Day, service will be deemed to occur at 9.00 am on the next Working Day;
- 21.3. in the case of communications relating to the Contract which do not relate to matters where the Contract requires notice to be given, communications may take place by email between the parties using then current e mail addresses usually used between the parties.

22. SEVERABILITY

- 22.1. If any provision(s) under the Contract are deemed or found to be invalid or unenforceable by a court of competent jurisdiction, such provisions shall be deemed omitted, all other provisions shall remain in full force and effect.

23. THIRD PARTY RIGHTS

- 23.1. Save for the Indemnified Persons, a person who is not a party to the Contract may not enforce the Contract.

24. FORCE MAJEURE

- 24.1. Neither party shall be liable for the failure to perform its obligations under the Contract, if such failure results from any event which is beyond such party's reasonable control, which prevents or delays the performance of its obligations under this Contract ("**Force Majeure Event**").
- 24.2. Each party shall use all reasonable endeavours to limit the effects of any Force Majeure Event and a party which relies upon a Force Majeure Event to excuse performance may only do so if it has taken reasonable steps to mitigate the effects upon it of the Force

Majeure Event and continues to perform the obligations that are not affected.

- 24.3. Each party agrees to give notice forthwith to the other upon becoming aware of a Force Majeure Event, such notice to contain details of the circumstances giving rise to the Force Majeure Event.

25. VARIATION AND WAIVER

- 25.1. No variation of this Contract shall be effective unless it is in writing and signed by the parties.
- 25.2. A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 25.3. A failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

26. ENTIRE AGREEMENT

- 26.1. The Contract contains all the terms which the Customer and the Supplier have agreed in relation to the performance of the Maintenance and supersedes any prior written or oral agreements, representations or understandings between the parties. The Supplier's standard terms and conditions referred to in any correspondence or quotation form shall not to apply to the Contract. The Supplier acknowledges that it has not relied upon any warranty, representation, statement or understanding made or given by or on behalf of the Customer which is not set out in the Contract and agrees that it shall have no claim in respect of the same. Nothing in the Contract will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

27. NO PARTNERSHIP, JOINT VENTURE, AGENCY OR EMPLOYMENT

- 27.1. Nothing contained in the Contract, and no action taken by the parties pursuant to the Contract, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.

28. PUBLICITY

- 28.1. The Supplier shall not: (a) make any public announcement or issue any public circular (including a media or press release) relating to the Contract or its subject matter without the prior written approval of the Customer; or (b) use the name or logos of the Customer and member of its group of companies or of its customers, as a reference or in any advertising or promotional materials without the Customer's prior written consent (on every occasion), which may be withdrawn at any time if it is given.

29. JURISDICTION AND GOVERNING LAW

- 29.1. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed at all times in accordance with Dutch Law and the Parties submit to the exclusive jurisdiction of the courts of The Netherlands. The Vienna Sales Convention (CISG) will expressly not apply.