



General Terms and Conditions of Purchase of Services (Bell Integration GmbH)

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1. BASIS OF CONTRACT

- 1.1. These terms and Conditions below ("**Conditions**") apply to the agreement ("**Contract**") between **Bell Integration GmbH** or its Group Company ("**Customer**") and the Supplier for the sale and purchase of services (or any part of them) ("**Services**") set out in the Customer's order ("**Order**"). 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 issued by the Supplier in response to a request for quotation relating to the purchase and supply of the deliverables ("**Quotation**"), or which are implied by trade, custom, practice or course of dealing.
- 1.2. "**Group Company**" means with respect to the relevant party, any company which is a subsidiary or holding company of such party or a subsidiary of its holding company.

2. WARRANTIES

- 2.1. The Supplier warrants, represents and undertakes to the Customer that:
 - 2.1.1. the supply of the Services be of satisfactory quality;
 - 2.1.2. be fit for any purpose held out by the Seller or made known to the Seller by the Buyer whether expressly or by implication;
 - 2.1.3. correspond in all material respects with any relevant specification in the Quotation;
 - 2.1.4. be free from material defects in design, materials and workmanship; and
 - 2.1.5. comply with all Applicable Laws;
- 2.2 The Supplier shall pass on to the Customer the benefit of the warranties and guarantees given with the Services by the third party vendor and/or the manufacturer; and,
- 2.3 The Supplier gives the warranties more specifically set out in the Quotation.
- 2.4 If, during the Warranty Period the Services do not comply with the warranties in Condition 2.1, then without prejudice to any other rights and remedies of the Customer arising under the Contract, the Supplier shall, at its discretion, either (i) promptly remedy the breach at the Supplier's own cost; (ii) replace or re-perform the Services to comply with the Contract; or (iii) provide a refund to the Customer for the price of the non-compliant Services.

3. PERFORMANCE OF THE CONTRACT

- 3.1. Supplier shall procure Services are carried out as described in a document which amongst other things describes the services to be performed, and is entered into on behalf of both parties and identified as a statement of work, referenced within the applicable Contract ("**SOW**") and in accordance with any performance dates in the Contract or if none specified, within a reasonable time or as mutually agreed by the Parties in writing from time to time.
- 3.2. The Services shall be delivered by individual(s) engaged by the Supplier or third party vendors to perform the Services ("**Service Personnel**") with the requisite level of skill, expertise and experience.
- 3.3. If the Services have not been performed accordance with the Order, then, without limiting any other right or remedy the Customer may may: (a) refuse to take any subsequent attempted re-performance of the Services; or, (b) terminate the Contract with immediate effect without any liability to the Customer.
- 3.4. The Supplier shall comply with the Customer policies (including but not limited to the supplier charter) as made known to the Supplier by the Customer from time to time, to the extent not inconsistent with the Contract.
- 3.5. Unless stated otherwise in the Quotation, the Supplier will be responsible for import clearance, including paying all applicable local duties and taxes.

- 3.6. The Services shall be delivered on the delivery date in accordance with an Order or if there is no date specified, delivery of the Services shall be within a reasonable time. Each party shall inform the other of any delay in delivery of which it becomes aware and seek in good faith to agree an alternative date for delivery. The Customer shall not unreasonably refuse to take delivery of late Services but may cancel any Contract without liability if any alternative date is not achieved or delivery is not within a reasonable time.
- 3.7. Time for delivery shall not be of the essence unless the Customer identifies a delivery date as such within a request issued by the Customer to the Seller for a quotation to supply Services ("**RFQ**"), which is accepted by the Supplier by including it in the Quotation.
- 3.8. Where time for delivery is of the essence (as agreed in accordance with Condition 3.7), if the Deliverables are not delivered on the specified delivery date, then the Customer may: (a) refuse to take any subsequent attempted delivery of the Deliverables; or, (b) terminate the Contract with immediate effect without any liability to the Supplier, or; (c) subject to Condition 12 (Limitation of Liability), claim damages for any direct costs, expenses or losses resulting from the Suppliers failure to deliver the Services on the delivery date, only as far as set out in the Contract, provided that the Supplier shall have no liability for any failure or delay in delivering the Services to the extent that such failure or delay is directly caused by the Customer's failure to comply with its obligations under the Contract.
- 3.9. The Supplier shall ensure that the any products are properly packaged and marked in accordance with applicable laws.
- 3.10. The Customer shall take all reasonable steps to allow for delivery of the Services within working hours.

4. PRICE AND PAYMENT

- 4.1. The Customer shall pay all undisputed invoices within thirty (30) days from the date of the invoice unless expressly stated otherwise in the Order.
- 4.2. All payments shall be made in pounds (GBP) or Euro (EUR), unless otherwise agreed in writing between parties.
- 4.3. If any charges payable under any Contract is not paid when due then Supplier shall be entitled to payment and may claim interest from the due date until payment is made in full both before and after any judgment, at two per cent (2%) per annum over the Bank of England Bank Rate from time to time.
- 4.4. If the Customer, on bona fide grounds, disputes any part of an amount invoiced by the Supplier ("**Disputed Sum**"), the Customer shall notify the Supplier in writing of that dispute within five (5) Working Days of receiving the invoice, giving details of the nature of the dispute and the amount that it claims should have been invoiced and:
 - 4.4.1 the Customer will pay that part of the invoice which is not the Disputed Sum in accordance with Condition 4.1;
 - 4.4.2 the Customer will be entitled to withhold payment of the Disputed Sum;
 - 4.4.3 the Supplier will provide all such information and evidence as may be reasonably necessary to verify the Disputed Sum; and
 - 4.4.4 following resolution of the dispute under this Condition, the Customer will promptly pay to Supplier that part of the Disputed Sum as it is resolved is payable by the Customer.

5. CUSTOMER LOCATION, ASSETS AND RESOURCES

- 5.1. Except where the parties agree in writing that any activity or the grant of any right of access or use is to be provided by the Customer or its end customer, the Supplier shall be wholly responsible for providing personnel, assets, facilities, software and other materials and resources that are required to enable it to provide the Services and comply with its other obligations under the Contract. If the performance of the Services is dependent upon the Customer making available or providing the necessary access

- to facilities, information, premises or systems then the Buyer shall do so in a timely fashion but subject to compliance with Condition 5.2.(b) below.
- 5.2. If, pursuant to or in consequence of performing its obligations under the Contract, Service Personnel are granted access (whether directly or remotely) to, or permission to use any Customer location, Customer systems and any other asset owned or in the possession or control of the Customer ("**Customer Assets**") then:
- the Supplier shall ensure that access to such Customer Assets is only sought by and granted to (and that Customer Assets are only used by) members of the Service Personnel who require access and use for the proper performance of their duties under the Contract and that such Service Personnel (and the Supplier) only use Customer Assets in question to the extent necessary for such performance;
 - the Supplier shall, and shall ensure that the Service Personnel shall, comply with all security, audit, health and safety, usage, maintenance and other procedures and requirements applicable to Customer Assets in question as are made known to the Supplier or Service Personnel by the Customer a reasonable time beforehand.
- 5.3 In respect of the Customer Assets: (a) the Customer shall inform the Supplier, third party vendor or member(s) of the Service Personnel accessing the location owned, occupied or used by the Customer ("**Customer Location**") of any relevant health and safety matters and/or policies with which the Supplier, third party vendor or Service Personnel must comply while on the Customer Location; (b) the Supplier shall ensure that it and its Service Personnel shall not remove any Customer Assets from Customer Location without the Customer's prior written consent or permit or assert any lien over, sell, offer for sale, assign, mortgage, encumbrance, pledge, sub-let or lend out any of Customer Assets; (c) the Supplier shall take reasonable and proper care of the Customer Assets in its possession or control, be responsible for any loss of, or damage to, such Customer Assets caused by the Service Personnel, other than fair wear and tear, and deliver them back to the Customer on completion of the Services or termination of the Contract;
- 6. CONFIDENTIALITY**
- 6.1. The Supplier shall:
- 6.1.1 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;
 - 6.1.2 have internal systems to ensure that Confidential Information is stored and handled in such a way as to prevent unauthorised disclosure; and
 - 6.1.3 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 the Services and for the avoidance of doubt, will be liable for all acts and/or omissions of its personnel and any third parties.
- 6.2 The obligations contained in Conditions 6.1.1 to 6.1.3 shall not apply to any Confidential Information which:
- is lawfully in the possession of the Supplier prior to receipt from the disclosing party, as reasonably evidenced in writing;
 - is or becomes publicly known, other than as a consequence of a breach of the Contract;
 - 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; or
 - (e) is received from a third party without breach of any other relevant confidentiality obligations.
- 6.3 Where a party that receives or obtains Confidential Information, directly or indirectly, under or in connection with the Contract ("**Receiving Party**") is required to disclose Confidential Information by a court of competent jurisdiction or operation of law, the receiving party shall: (a) where reasonably practicable and legally permitted, provide notice to the disclosing party of such disclosure; (b) cooperate with a Party to a Contract, that discloses or makes available Confidential Information directly or indirectly, under or in connection with the Contract ("**Disclosing Party**"), at the Disclosing Party's costs and expense, in such manner as it may reasonably require preventing or limit such disclosure; and (c) limit the disclosure of Confidential Information only to the extent required.
- 7. CHANGE CONTROL PROCEDURE**
- 7.1 Either party may request a change to the Services or Statement of Work ("SOW") by submitting such request to the other party in writing identifying clearly the change required and the reasons for it. The Supplier shall either in the request or response to a request, identify the impact of the requested change on the Services, the price and the milestones. The Customer shall have ten (10) Working Days from receipt of either the request or the response to the request (as applicable) to approve or reject the requested change. If accepted the Services and/or SOW shall be deemed amended with effect from the date of acceptance. If not accepted or rejected then the SOW shall remain unchanged and the performance of the Contract continue in accordance with the existing Services and/or SOW. Neither party shall unreasonably reject or refuse to accept a requested change and any issues arising with regard to a requested change shall be escalated.
- 8. DATA PROTECTION**
- 8.1 For the purpose of this Condition 8, "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").
- 8.2 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 Services; (b) request and receive the Services; (c) compile, dispatch and manage the payment of invoices relating to the Services; (d) manage the Contract and resolve any disputes relating to it; (e) respond and/or raise general queries relating to the Services; and (f) comply with their respective regulatory obligations.
- 8.3 Each party shall Process Personal Data for the purposes set out in Condition 8.2 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 8.2, and in doing so each party will ensure that the sharing and use of this Personal Data complies with DPA.
- 8.4 Where the Supplier is Processing end customer Personal Data, the Customer will require the Supplier to agree to a Data Protection Agreement with the end customer directly, a copy of which will be provided by the Customer.
- 9 INSURANCE**

- 9.1 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 and such insurance of a sufficient value and in respect of the types of insurance that it is reasonable for the Customer to require of a supplier supplying Services similar to those of the Supplier under this Contract to maintain, as well as any other insurance required by law from time to time. 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.
- 10 INTELLECTUAL PROPERTY RIGHTS ("IPR")**
- 10.1 Subject to payment of the price, the IPR in the materials developed for the Customer in the performance of the Services under the Contract and identified in the Quotation or a SOW ("**Bespoke Deliverables**") shall, at the date of the Services set out in the SOW or Quotation as applicable ("**Commencement Date**") or (if later) on creation of the rights, vest in the Customers. To the extent that it is able to do so, the Supplier assigns (by way of present and, where appropriate, future assignment) all such IPR with full title guarantee to the Customer.
- 10.2 All title, right and interest in the Bespoke Deliverables capable of passing on delivery shall, upon payment by the Customer for the Services in respect of which the Bespoke Deliverables were created, vest in the Customer.
- 10.3 The Supplier undertakes to sign such documentation and take such action (if any) as may be reasonably requested by the Customer and at the Customer's cost and expense to vest any IPR and rights of ownership in the Bespoke Deliverables in the Customer.
- 10.4 Each party and/or its licensors retains any rights that they may have in any and all code, data or material (including but not limited to documents, information, plans, specifications, drawings, diagrams, images, software) which is not created as consequence of the performance of the Services ("**Pre-existing Materials**"). Nothing in this Agreement or use of the other party's IPR shall be construed as a transfer or grant of any interest in such rights save that where any such Pre-Existing Materials are included in the Bespoke Deliverables, unless expressly stated otherwise in the Quotation or SOW, the Supplier shall grant or procure the right for the Customer to use such Pre-Existing Materials as part of the Bespoke Deliverables so as not to limit the Customer's use of the Bespoke Deliverables as an absolute owner.
- 11 IPR INDEMNITY**
- 11.1 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 Software by the Customer infringes such third party's IPR ("**Claim**") provided that: (i) the Supplier is given prompt written notice of such Claim; (ii) is given information, reasonable assistance, and exclusive authority to defend or settle the Claim; (iii) that the Customer complies with all reasonable instructions of the Supplier with regard to the continuing use of the relevant Deliverable; and (iv) that Customer does not prejudice the Supplier's defence or settlement of the Claim.
- 12 LIMITATION OF LIABILITY**
- 12.1 Neither party excludes or limits its liability to the other for: i) personal injury or death caused by its negligence; ii) any matter for which, under Applicable Laws, a party cannot exclude or limit or attempt to exclude or limit its liability; and iii) fraud or fraudulent misrepresentation.
- 12.2 Subject to 12.1, 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.
- 12.3 Subject to Condition 12.1 and 12.2, each party's total liability to the other whether for breach of contract, tort, breach of statutory duty or otherwise shall not exceed:
- 12.3.1 £5,000,000 (five million) for any and all liability resulting from defects in the Services; any Claim under Condition 11.1 (IPR Indemnity); for breach of Condition 6 (Confidentiality); or, negligence;
- 12.3.2 for all other liability, the price of the Services paid by the Customer under the Contract, unless otherwise agreed in the Contract.
- 13 IR35**
- 13.1 Where the Contract involves the supply of a Worker(s), the Customer shall carry out a Status Determination Statement relating to the Worker(s) and shall: (a) provide the Supplier with a copy in good time before the commencement of the Professional Services to be performed by the Worker(s); (b) maintain a suitable procedure for dealing with an appeal by the Worker(s) against a written status determination statement as defined by s61NA Chapter 10 Part 2 ITEPA ("**SDS**") (an "**Appeal Process**") and deal with any disputes in accordance with it; (c) promptly give the Supplier a copy of all appeals received from a Worker (and in any event within 3 days of receiving it); and the outcome of the appeal no later than the time the Customer gives it to the Worker; and, (d) inform Supplier of any change in the status of the Worker of which the Customer becomes aware after the commencement of any Professional Services.
- 13.2 The Customer shall at all times indemnify the Supplier and keep the Supplier indemnified from and against any and all liability for: (a) failure to comply with Condition 13.1. (b) income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment, or claim incurred arising from or made in connection with the performance of the Professional Services including any liabilities arising under Chapter 8 and 10 of the Income Tax (Earnings and Pensions) Act 2003 ("**ITEPA**"), where the recovery is not prohibited by law; (c) reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Supplier in connection with or in consequence of any such liability, deduction, contribution, assessment or claim.
- 13.3 If an SDS carried out as above determines the status of the Worker is one of deemed employment, the parties shall co-operate in good faith to seek to agree amendments to the Contract so as to reverse the determination. If no agreement can be found either party may terminate the Contract without any liability to each other.
- 14 ANTI-BRIBERY, CORRUPTION AND FACILITATION OF TAX EVASION**
- 14.1 The Supplier shall and shall procure that persons associated with it or other persons who are performing services in connection with this Contract shall:
- 14.1.1 comply with all applicable laws statutes, regulations, and codes relating to anti-bribery and anti-corruption, Bribery Act 2010 and Criminal Finances Act 2017 ("**Relevant Requirements**");
- 14.1.2 not engage in any activity, practice or conduct which would constitute an offence under the following sections:
- 14.1.2.1 a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
- 14.1.2.2 a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017; or
- 14.1.2.3 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
- 14.1.3 have and shall maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 and to prevent the facilitation of tax evasion by another person (including without limitation employees of the Supplier) and to ensure compliance with **Error! Bookmark not defined.**14.1.2;
- 14.1.4 notify Customer (in writing) if it becomes aware of any breach of clause 14.1.1. or clause 14.1.2, or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other

- advantage in connection with the performance of this Contract;
- 14.1.5 immediately notify Customer (in writing) if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier and the Supplier warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this agreement);
- 14.1.6 if requested, provide Customer with any reasonable assistance, at the Customer reasonable cost, to Customer to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with Relevant Requirements.
- 14.1.7 within [NUMBER] months of the date of this Contract, and annually thereafter, certify to Customer in writing signed by an officer of the Supplier, compliance with this clause 14 by the Supplier and all persons associated with it under clause 14.2. The Supplier shall provide such supporting evidence of compliance as Customer may reasonably request.
- 14.2 The Supplier shall ensure that any person associated with the Supplier who is 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 in this clause 14 (**Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Customer for any breach by such persons of any of the Relevant Terms.
- 14.3 Any breach of this clause 14 shall be deemed a material breach and a Party shall terminate under clause 16.
- 15 ANTI-SLAVERY**
- 15.1 The Supplier undertakes, warrants and represents that 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"); (b) comply with the Customer's or its end customers Ethical Code of Conduct; (c) not engage in any practice that amounts to (a) slavery or servitude (each as construed in accordance with Article 4 of the Convention for the Protection of Human Rights and Fundamental Freedoms of 4 November 1950, as amended), (b) forced or compulsory labour (as defined by the International Labour Organisation's Forced Labour Convention 1930 (No. 29) and Protocol), (c) human trafficking or (d) the arrangement or facilitation of the travel of another person with a view to that person being exploited ("Modern Slavery Practice"); (d) not do or omit to do any act or thing which constitutes an offence under any and all Applicable Laws anywhere in the world which relate to anti-slavery or servitude, anti-forced or compulsory labour and/or anti-human trafficking, including the Modern Slavery Act 2015 ("Anti-Slavery Laws"); (e) not knowingly employ or engage in any practices that constitute an offence under Anti-Slavery Laws; and (f) not do or omit to do any act or thing which causes any Service Recipient to be in breach of and/or to commit an offence under any Anti-Slavery Laws.
- 15.2 Any breach of Condition 16.1 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 TERMINATION**
- 16.1 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: (i) not capable of remedy; or (ii) being capable of remedy, has not been remedied within thirty (30) days after written notice from the other party requiring it to do so.
- 16.2 Either party may by written notice to the other party, terminate the Contract if the other party is in persistent breach of any Condition(s) of the Contract.
- 16.3 Either party may terminate the Contract at any time with immediate effect if:-
- 16.3.1 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;
- 16.3.2 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;
- 16.3.3 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;
- 16.3.4 the other party commits a breach under Condition 14 (Anti-Bribery Laws) and 15 (Anti-Slavery Laws); or
- 16.3.5 a Force Majeure Event (defined in Condition 22.1) continues for a period of forty-five (60) days.
- 16.4 If the Contract is terminated:
- 16.4.1 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
- 16.4.2 the rights of either party accrued on or prior to termination shall remain unaffected.
- 17 AUDIT AND INSPECTION**
- 17.1 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.
- 17.2 The purpose of any audit carried out under this Condition 14 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 of the Customer Group relating to the Services 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.
- 17.3 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 17.1. 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 (means the hours of 9:00 am to 5:30pm GMT); and shall use reasonable endeavours to avoid any disruption to the business of the Supplier.
- 18 ASSIGNMENT AND SUB-CONTRACTING**
- 18.1 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. The Customer gives its consent to the purchase of deliverables by the Supplier from third parties.
- 19 NOTICES**
- 19.1 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:
- 19.1.1 in the case of delivery to the Customer, to the CFO or General Counsel at New Hampshire Court, St. Paul's Road, Portsmouth, PO5 4AQ;
- 19.1.2 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; or

- 19.1.3 in the case of delivery to the Supplier to a Director at the Supplier's registered office address; and
- 19.2 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 weekday other than a public holiday ("**Working Day**"), or on a day other than a Working Day, service will be deemed to occur at 9.00 am on the next Working Day;

20 SEVERABILITY

- 20.1 If any Condition(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.

21 THIRD PARTY RIGHTS

- 21.1 A Contract is not intended to confer a benefit on any person who is not a party to it. A person who is not a party to a Contract may not enforce any of the provisions in it.

22 FORCE MAJEURE

- 22.1 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**").
- 22.2 The occurrence of a Force Majeure Event shall not preclude the Buyer's obligation to make payment of charges due and payable prior to such Force Majeure Event in accordance with the Contract, to the extent that such Deliverables have been received.
- 22.3 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.

23 VARIATION AND WAIVER

- 23.1 No variation of this Contract shall be effective unless it is in writing and signed by the parties.
- 23.2 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.
- 23.3 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.

24 ENTIRE AGREEMENT

- 24.1 The Contract contains all the terms which the Customer and the Supplier have agreed in relation to the supply of the Services and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Services.
- 24.2 Each party acknowledges that it has not relied upon any warranty, representation, statement or understanding made or given by or on behalf of the other party 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.

25 TUPE

- 25.1 Where the Customer determines, on a case by case basis, that TUPE may apply to a Contract, as detailed in an RFQ, both parties will enter into good faith discussions to agree if the RFQ is in-scope of the Services.

26 NO PARTNERSHIP, JOINT VENTURE, AGENCY OR EMPLOYMENT

- 26.1 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.

27. NON-SOLICITATION

- 27.1 In relation to each Contract, neither party shall, without the prior written consent of the other party, for the duration of any Order and for a period of twelve (12) months after the performance of the Order, solicit or entice away from the other party or employ or attempt to employ any person who is, or has been, engaged as an employee of the other party.
- 27.2 Nothing in the Contract shall limit the right of either party to employ any person who has approached it in response to any public advertisement.

28. JURISDICTION AND GOVERNING LAW

- 28.1 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 the laws of Germany and the Parties submit to the exclusive jurisdiction of the courts of Cologne.