

## CHESS DYNAMICS GENERAL CONDITIONS OF PURCHASE

### 1. Definitions

#### 1.1. In these terms and Conditions "Conditions"

"Chess Dynamics" means Chess Dynamics Ltd, a company with its registered address at Quadrant House, North Heath Lane, Horsham, West Sussex, RH125QE United Kingdom.

"Contract" means the Purchase Order, which shall incorporate these Conditions and the Suppliers acceptance of the Purchase Order;

"COC" means Certificate of Conformance.

"Customer" means a person or entity other than Chess Dynamics operating as a buyer (buying from Chess Dynamics) or an end user of Deliverables.

"Day" means a calendar day according to the Gregorian calendar.

"Deliverables" means Equipment, Software, Documentation and all other items as specified in the Purchase Order, which are to be delivered to Chess Dynamics under these Conditions.

"Documentation" means user's manuals, installation manuals, technical manuals, drawings and other descriptions or presentations used for the purpose of testing, certification, use, sale or support of the Deliverables.

"Intellectual Property Rights" means inventions, patents, patent applications, trademarks, service marks, trade names, domain names, registered designs, unregistered design rights, copyrights, know how, trade secrets and rights in confidential information, and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same and any right or forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world.

"Purchase Order" means a written document issued by Chess Dynamics to Seller in which Chess Dynamics orders from Seller specified Deliverables.

"Party" means either of the following: Chess Dynamics or Seller.

"Parties" means Chess Dynamics and Seller Collectively.

"Seller" means the person or entity to whom Chess Dynamics has issued a Purchase Order.

"Services" means any services or work to be performed by the Supplier pursuant to the Contract.

- 1.2. In the Contract references to: (i) any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced; (ii) any gender include the others; (iii) the singular include the plural and vice versa; and (iv) Clauses are references to the clauses set out in these Conditions. The headings to these Conditions will not affect their interpretation

### 2. Application of Conditions

2.1. These Conditions are the only conditions upon which Chess Dynamics is prepared to deal with the Supplier and they shall govern the Contract to the entire exclusion of all other conditions. The Supplier waives any right which it might otherwise have to rely on its terms and conditions.

2.2. Unless acceptance of these Conditions by the Supplier expressly occurs at an earlier time, the commencement of work in connection with the supply of the goods or the performance of the Services by the Supplier shall be deemed to be conclusive evidence of the Supplier's acceptance of these Conditions.

2.3. In the event that the Purchase Order does not state price or delivery date(s), Chess Dynamics will not be bound to any prices or delivery dates to which it has not specifically agreed in writing.

### 3. Delivery

3.1. The goods shall be delivered by the Supplier carriage, insurance and duty paid to the place stated in the Purchase Order or such other place of delivery as is specified by

Chess Dynamics in writing prior to delivery of the goods and in accordance with any additional instructions stated on the Purchase Order.

3.2. Acceptance of the Delivery shall not be considered to have taken place until the Deliverables as well as all required Documentation have passed inspection in accordance with Chess Dynamics procedures.

3.3. All Deliverables including packaging material shall be marked by Seller in accordance with Chess Dynamics's marking instructions – if any.

3.4. Time for delivery shall be of the essence. Delivery dates are specified in the Purchase Order and if no date is specified, within 28 days of the date of the Purchase Order. Delivery dates may vary for individual parts of the supplies comprised by the individual Purchase Order.

3.5. Supplier shall (and procure that its Subcontractors shall) allow Chess Dynamics and persons authorised by Chess Dynamics (which may include the customer of Chess Dynamics) access to the Suppliers premises (and those of its Subcontractors) as are being used to carry out work on the goods and/or services in order to inspect and audit the facilities, processes and procedures used in manufacturing the goods or providing the services, subject to twenty four (24) hours written notice.

3.6. If Chess Dynamics provides any access to premises, labour or equipment in connection with the delivery of, or the performance of any services forming the whole or part of, the goods, such access shall be provided at the risk of the Supplier.

3.7. Any Chess Dynamics property located at Seller's premises for a limited or extended period of time:

3.7.1. shall be clearly marked as being property of Chess Dynamics;

3.7.2. shall be properly and sufficiently covered by insurance against fire, theft, and water damage.

3.8. All Deliverables shall be accompanied by the following documentation:

3.8.1. Purchase Order number

3.8.2. COC

3.8.3. Bill of Lading/Air Way Bill, as appropriate

3.8.4. Packaging list

3.8.5. Export license (where applicable)

### 4. Delays

4.1. Seller shall notify Chess Dynamics in writing immediately of any actual or potential delay in Seller's performance of the Purchase Order. Such notice shall include a proposed revised schedule but such notice and proposal or Chess Dynamics's receipt or acceptance thereof shall not constitute a waiver of Chess Dynamics's rights and remedies hereunder.

4.2. Without prejudice to any other rights or remedies which Chess Dynamics may have under the Contract or otherwise, if any goods or Services, or part thereof, are not supplied in accordance with, or the Supplier fails to comply with, the Conditions, Chess Dynamics shall be entitled to avail itself of one or more of the following remedies, whether or not any part of the goods or services have been accepted by Chess Dynamics.

4.2.1. To carry out, at the Supplier's expense, any work necessary to make the goods and services comply with the Contract, including obtaining the goods and Services in substitution from another Supplier; and

4.2.2. To claim liquidated damages in the amount of two (2) per cent per initiated week of delay. The liquidated damages amount shall be calculated on the basis of the total purchase price of the Purchase Order concerned. The total amount of liquidated damages per Purchase Order cannot exceed ten (10) per cent of the total purchase price of said Purchase Order. Chess Dynamics may offset any amount due as liquidated damages against any payment due to Seller. For avoidance of doubt, Seller's payment of liquidated damages shall not exclude Chess Dynamics from claiming additional damages or costs reasonably incurred by Chess Dynamics as a result of the delay, to the extent that such damages or costs exceed the amount collected as liquidated damages.

## 5. Warranty

- 5.1. The goods and Services shall conform in all respects with the requirements of the Contract (including any variations made in accordance with Clause 17.3)
- 5.2. The goods shall be safe, durable, free from defects in design, materials and workmanship, fit for the purpose for which they are supplied and for any other purpose made known to the Supplier by Chess Dynamics in writing, and the Services shall be performed with professional skill and care and in accordance with best industry practice.
- 5.3. Unless otherwise stated in the Contract, the goods and services shall conform to all relevant British and European standards and with the requirements of any applicable (including any local) statutes, orders, regulations or bylaws from time to time in force. Any breach of this Clause 5.3 shall be deemed a material breach of the Contract.
- 5.4. If any of the goods or Services fail to conform to any of the provisions in this Clause, Chess Dynamics shall be entitled to any remedies available at law or under this Contract.
- 5.5. Unless otherwise specified in the Purchase Order, the Supplier warrants that the goods and any deliverables associated with the Services shall comply with the requirements of the Contract for eighteen (18) months from the date of delivery in accordance with Clause 3.
- 5.6. Without prejudice to any other remedy available to Chess Dynamics by law, Seller shall, at Seller's sole cost and expense (this to include – but not limited to – dismantling and transportation costs), initiate immediate remedial action by repairing or replacing the defective or non-conforming part of the Deliverables. Failing this within a reasonable period of time not to exceed 30 Days, Chess Dynamics may at its sole discretion, and in addition to being entitled to full compensation, terminate the Purchase Order, repair or replace, or have repaired or replaced by a third party, the defective or non-conforming part at the sole cost of Seller or demand a proportional reduction in the purchase price. Full compensation shall encompass any loss, damage, or expense whatsoever that Chess Dynamics may suffer from breach of any of these warranties.
- 5.7. Chess Dynamics may require that any remedial actions be carried out on-site where the defective supply is being used (by Chess Dynamics or a Customer), and with due consideration to Chess Dynamics's and/or the Customer's on-going business.
- 5.8. Repaired and/or replaced parts shall be subject to the remaining of the original warranty period, however not less than twelve (12) months.

## 6. Price and Payment

- 6.1. Prices shall be as stated on the Purchase Order and unless stated otherwise, shall be exclusive of Value Added Tax but inclusive of all other taxes; duties; imposts; levies; license fees and payments
- 6.2. Payments shall not constitute acceptance of the Deliverables.
- 6.3. Deliverables can be invoiced following full and final

delivery, in accordance with the timescales set out in the Contract. Chess shall not be liable for part payments or advance payments, or payment of deliverables received early or payment for partial deliveries unless as otherwise agreed within the Contract. Payment terms are current month plus sixty (60) Days. Payments in advance/on account shall not be acceptable

6.4. Each invoice shall either be sent by email to [accountspayable@chess-dynamics.com](mailto:accountspayable@chess-dynamics.com) or be sent by post, for the attention of Accounts Payable at Quadrant House, North Heath Lane, Horsham, West Sussex, RH125QE United Kingdom. Each invoice shall refer to the applicable Purchase Order no., and shall specify in sufficient detail the Deliverables covered by the invoice.

6.5. The Supplier shall not be entitled to claim any payment following the expiry of 2 years after the date of completion of the supply of the goods or services to which they relate.

## 7. Product Liability

7.1. Seller shall indemnify and hold harmless Chess Dynamics from and against any and all claims imposed on and any and all costs incurred or losses suffered by Chess Dynamics as a result of any actual or latent product liability originating from the Deliverables. Costs shall include any costs reasonable incurred by Chess Dynamics as a result of Chess Dynamics repairing or replacing, or having repaired or replaced by a third party, any Deliverables or part thereof with the purpose of mitigating or reducing any actual or latent product liability. Seller undertakes to take out and maintain a product liability insurance to adequately cover such liability. Chess Dynamics may at any time request Seller to provide such documentation as may be necessary to certify that an appropriate and valid product liability insurance policy is in force.

## 8. Proprietary Rights

- 8.1. All Intellectual Property Rights in any statements of work, specification, instructions, plans, drawings, patterns, models, designs or other material furnished to or made available to the Supplier by Chess Dynamics shall, subject to the rights of third parties remain vested solely in Chess Dynamics.
- 8.2. The purchase price for the goods and Services includes all the irrevocable, perpetual, royalty free rights for the Purchaser to use all Intellectual Property Rights incorporated in the goods for its own purpose and in its business anywhere in the world.
- 8.3. The Supplier hereby assigns to Chess Dynamics all new Intellectual Property Rights generated in the course of supplying the goods and/or Services pursuant to the Contract.
- 8.4. The Supplier shall keep Chess Dynamics indemnified in full against all liability, actions, suits, claims, demands, losses, professional fees and expenses (including legal and other professional fees and expenses) incurred by Chess Dynamics as a result of or in connection with any infringement or alleged infringement of any Intellectual Property Rights caused by the use, manufacture or supply of the goods and/or Services (as applicable).
- 8.5. Seller shall not be entitled to publish any information on Purchase Orders or shipments of Deliverables to Chess Dynamics without the prior written approval of Chess Dynamics.

## 9. Indemnification

- 9.1. Seller agrees to indemnify and keep indemnified Chess Dynamics against any liability for loss, damages, costs (including costs of any settlement), compensation, or expenses arising out of the infringement by Chess Dynamics or Chess Dynamics's representatives of any Intellectual Property Rights, provided always that the use of such Intellectual Property Rights by Chess Dynamics was in accordance with the terms of the Purchase Order.
- 9.2. Seller indemnifies Chess Dynamics against any claims by the owners or licensees of copyright patents and registered

designs for infringement thereof by the use of any article or material supplied by Seller and against all costs and damages which Chess Dynamics may incur in any action for such infringement or for which Chess Dynamics may become liable in any such action.

- 9.3. This indemnity shall not apply to any infringement due to the use of such article or material in a manner or for a purpose not covered by the Purchase Order.
- 9.4. This indemnity is conditional on Chess Dynamics giving to Seller the earliest possible notice in writing of any claim being made or action threatened or brought against Chess Dynamics and on Chess Dynamics permitting Seller at its expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim.

#### **10. Export Restrictions and Requirements**

- 10.1. Seller shall comply with all governmental laws and regulations as applicable and shall obtain and maintain all export licenses or authorisations and permits necessary for the timely performance of the Purchase Order. All related fees incurred shall be deemed to be included in the prices applicable to each Delivery.
- 10.2. Where a failure of Seller to comply with his obligations under this Clause 10.1 is due to governmental acts or omissions (including changes in governmental policy), beyond the control or reasonable expectation of Seller, the consequences of which Seller could not be reasonably expected to avoid or overcome, the failure will constitute a force majeure event for which the provisions of Clause 11 will apply. Any other failure of Seller to comply with his obligations under this Clause 10.1 will constitute a default in which event Chess Dynamics shall have the rights under Clause 12.
- 10.3. Seller shall provide Chess Dynamics with a written declaration specifying all of the following, such declaration to be in a format provided by Chess Dynamics: if any part of the Deliverables is subject to export control under the jurisdiction of Seller's country or the jurisdiction of any other country, including but not limited to, the United States export control regimes; and if so
  - o a detailed listing of all such jurisdictions together with information about the applicable export control regulation(s); and
  - o if subject to US Export Administration Regulations (EAR) the applicable Export Control Classification Number (ECCN); and
  - o if subject to US International Traffic in Arms Regulations (ITAR) the applicable US Munitions List (USML) category; and
  - o if subject to any other or additional export control regulations, information about any applicable classification or license type;
  - o a copy of the appropriate and authorized export license(s) approval(s), as such export licenses shall approve the export(s) to Chess Dynamics and/or one or more end users as designated by Chess Dynamics.
- 10.4. Seller warrants that all of the information furnished pursuant to Clause 10.3 is true and accurate. Seller shall indemnify and hold Chess harmless for all claims, damages and expenses arising directly or indirectly from any false statements or material omissions made in connection with this Clause 10.

#### **11. Force Majeure**

- 11.1. Neither Chess Dynamics nor Seller shall be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence ("Force Majeure"). Such causes include, but are not limited to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, terrorism, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Should Chess Dynamics's ability to complete deliveries (of which Seller's deliverables form part) to a Customer be prevented or affected due to the Customer suffering any of the causes

mentioned above this shall also be considered a Force Majeure event under these Conditions. In the event that a Party's performance of its obligations under a Purchase Order is hindered, delayed or adversely affected by a Force Majeure event, then said Party shall so notify the other Party's authorised representative in writing without undue delay and in any event within ten (10) Days from the date on which the Party became aware or ought to have become aware of the Force Majeure event and, at Chess Dynamics's option, the Purchase Order shall then be completed with such adjustments as are reasonably required by the existence of Force Majeure or Chess Dynamics may terminate the Purchase Order without any liability to either of the Parties for any damage, expense or loss incurred in connection with such termination.

#### **12. Termination for Default**

- 12.1. In addition to any other remedy vested with Chess Dynamics under these Conditions, Chess Dynamics may terminate the Purchase Order with immediate effect in case Seller is or becomes in material default of its obligations under the Purchase Order.
- 12.2. Events of material default by Seller shall include – but not be limited to –
  - 12.2.1. Seller being in delay in performing the Purchase Order in excess of 10 Days;
  - 12.2.2. Seller being unable to provide sufficient documentation, in accordance with Clause 10;
  - 12.2.3. any order being made for the bankruptcy, liquidation or winding up (or any similar judicial process) of Seller or Seller entering into any composition or arrangement with its creditors or having a receiver or manager appointed of all or any part of its assets or undertakings or taking or suffering any similar action in consequence of a debt.

#### **13. Termination for Convenience**

- 13.1. Chess Dynamics may terminate the Purchase Order by giving Seller 30 days written notice and Seller shall cease production and/or work pursuant to the Purchase Order and take all reasonable steps to minimize costs incurred. Such termination shall not affect Chess Dynamics's obligation to pay for any completed Delivery up to the date of termination and Chess Dynamics shall, in addition, be liable to pay Seller for all demonstrable and reasonable costs incurred up to the date of termination together with such other demonstrable and reasonable costs following the date of termination which Seller, using reasonable endeavors, cannot cancel or otherwise mitigate and which cannot be absorbed by other contracts which it is performing. Any such reasonable costs shall not include loss of anticipated profits or any indirect or consequential loss. Title in all goods and any deliverables associated with the Services shall pass to Chess Dynamics on such payment, and (if not already delivered) shall pass to Chess Dynamics at that time.

#### **14. Assignment and Sub-Contracting**

- 14.1. The Supplier shall not be entitled to transfer its rights or obligations under the Contract, or subcontract the Contract or any part of it, without the prior written consent of Chess Dynamics (which shall not be unreasonably withheld).

#### **15. Dispute Resolution**

- 15.1. If any dispute arises out of or in connection with this Contract, including any question regarding its existence, validity or termination, and any dispute relating to any non-contractual obligations arising out of or in connection to the Contract ("Dispute") the Parties shall follow the following dispute resolution procedure:
  - 15.1.1. Either Party shall notify the other Party of the Dispute in writing, setting out its nature and full particulars together with any relevant documentation. On receipt of a notice of Dispute the Parties shall attempt, in good faith, to resolve the Dispute amicably.
  - 15.1.2. If the Dispute has not been resolved to the

satisfaction of either Party (but in any case, not less than 30 days from initiation of the procedure pursuant to Clause 15.1.1), the Parties agree that the Dispute shall be referred to and finally resolved by arbitration under the Rules of London Court of International Arbitration, which Rules are deemed to be incorporated by reference into this Clause. The number of arbitrators shall be one. The seat of legal place, of Arbitration shall be London. The language to be used in the arbitration shall be English.

15.2. Nothing in this Clause 15 shall restrict or prevent either Party from seeking injunctive relief at any time.

## 16. Confidentiality

16.1. Save for information which is in the public domain (otherwise than by a breach of this Clause), each Party shall keep confidential and not disclose or use other than for the purpose of this Contract any technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by one Party to the other Party or its representatives and any other confidential information concerning the other Party's business or its products which the other Party may obtain or learn.

16.2. Each Party shall restrict disclosure of such confidential material belonging to the other Party, to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging its obligations or exercising its rights under the Contract and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as are contained in this Clause.

## 17. Notices

17.1. A notice given under or in connection with the Contract must be in writing and delivered by hand or sent by first class post or by confirmed facsimile to the address of Chess Dynamics or (as the case maybe) to the address of the Supplier shown on the Purchase Order or to such other address as either the Supplier or Chess Dynamics (as the case maybe) may substitute by written notice to the other Party.

17.2. Notice shall be deemed to be given; (i) if sent by first class post or international overnight courier, three days after posting or sending by courier excluding the day of posting or sending; (ii) if delivered by hand, on the day of delivery; or (iii) if sent by facsimile at the time of transmission during normal UK business hours.

17.3. No amendment or variation to this Contract shall be binding on Chess Dynamics unless it is agreed by the Parties in writing and issued as a written Purchase Order amendment by Chess Dynamics.

## 18. Miscellaneous

18.1. If any provision of these conditions is held by any competent authority to be illegal, unenforceable or unreasonable in whole or in part it shall, to that extent, be deemed severable and the validity of all other provisions of these Conditions and the remainder of the provision in question shall not be affected.

18.2. Failure or delay by Chess Dynamics in enforcing any provision of the Conditions shall not be a waiver of any of the Purchaser's rights under the Contract or of the right at any time subsequently to enforce that provision or any other provision of the Contract.

18.3. The Supplier shall not publicise in any media or public announcement information regarding the terms of the Contract or the supplies provided without the prior written consent of the Purchaser.

## 19. Data Protection

19.1. In performing the Services and/or its obligations under this Contract, the Supplier shall comply with and ensure that its staff, contractors, subcontractors and agents comply with the Data Protection Act 1998 as amended ("the Act"). The following terms shall have the meanings ascribed to them

within the Act: "Data Controller"; "Data Processor"; "Personal Data".

19.2. Unless otherwise agreed in writing, the Supplier shall:

19.2.1. act as Data Processor and comply with the instructions of the Purchaser as Data Controller;

19.2.2. only process Personal Data of the Purchaser to the extent and in such manner as is necessary for it to carry out its obligations under this Contract;

19.2.3. implement appropriate technical and organizational measures to protect such Personal Data against unauthorised or unlawful processing, loss and/or corruption of data;

19.2.4. take reasonable steps to ensure the reliability of its staff with access to such Personal Data;

19.2.5. not cause or permit such Personal Data to be transferred outside of the European Economic Area, and

19.2.6. refrain from using such Personal Data for marketing and/or promotional purposes or disclosing such Personal Data to third parties for such purposes.

19.3. The Purchaser reserves the right to audit compliance by the Supplier against its procedures for the control of Personal Data upon reasonable prior notice. The Supplier shall retain all records as are necessary to support proper control of Personal Data and/or any such audit. Any breach by the Supplier of its obligations under this Clause 19 shall constitute a material breach of the Contract.

## 20. Montreal Protocol

20.1. The Supplier shall separately define any materials planned for use in the construction of any equipment or which are necessary for use during servicing and maintenance of any equipment which are known to have toxic or carcinogenic effects or are otherwise potentially dangerous including without limitation where the purpose for which the Services have been placed so requires, those covered by the Montreal Protocol.

## 21. Counterfeit Supplies

21.1. Acceptance of this Order constitutes that the Supplier represents and warrants that only new and authentic materials purchased or obtained directly from an Original Equipment Manufacturer (OEM), or an Original Component Manufacturer (OCM), or through the OEM/OCM distribution chain, are used in products required to be delivered to the Purchaser and that no counterfeit parts, no other material, part or component other than a new and authentic part is to be used unless approved in advance by the Purchaser.

21.2. The Supplier shall make available to the Purchaser, at the Purchaser's request, the OEM/OCM documents that authenticates traceability of the components. The Supplier shall notify the Purchaser as soon practicable if the Supplier becomes aware or suspects that it has acquired counterfeit supplies.

21.3. The Supplier shall maintain a documented system that provides for prior notification and Purchaser approval before parts/components are procured from sources other than OEMs/OCMs or through their authorised distribution chain.

21.4. In the event that Supplies delivered under this Contract constitute or include counterfeit supplies, the Supplier shall, at its own cost replace such counterfeit supplies with genuine supplies. The Supplier shall be liable for all costs relating to the removal and replacement of the counterfeit supplies, including any costs incurred by the Purchaser.

21.5. The Parties shall

21.5.1. Control suspected counterfeit material to prevent its unintended reuse of re-entry into the supply chain;

21.5.2. Ensure suspected counterfeit material is not reunited to their Supplier unless under controlled

circumstances for validation or testing; and

21.5.3. Ensure that material confirmed as being counterfeit does not re-enter the supply chain and is not returned to the Supplier by the Purchaser (and the Purchaser shall not be liable to the Supplier for the costs of any material that is not returned pursuant to this sub-clause 21.5.3)

21.6. A breach of this Condition or any sub-Condition herein shall be considered a material breach of this Contract.

## **22. Inducements and Ethics**

22.1. Each Party shall comply with the Bribery Act 2010 and any other anti-corruption and anti-bribery laws, legislation, regulations or directives ("Anti-Corruption Legislation") which apply to its business or which apply in the place where the Contract is performed.

22.2. Whether acting alone or with others, the Supplier undertakes that it will not do, and warrants that prior to accepting the Contract it has not done, any of the following:

22.2.1. Induce an employee, agent or subcontractor of the Purchaser to make any concession to or confer any benefit on the Supplier, refrain or withhold from doing any act or alter any of the requirements of the Contract in return for any gift, money benefit or other inducement; nor

22.2.2. Without the prior written consent of the Purchaser, pay money or give any other benefit to any third party (either directly or indirectly) in connection with the negotiation and/or issue of the Contract or any transaction related thereto; nor

22.2.3. Encourage or facilitate any employee, agent or subcontractor of the Purchaser to commit any act of dishonesty against the Purchaser or be a detriment to the Purchaser or both.

## **23. Contracts (Rights of Third Parties) Act 1999**

23.1. Except for any Indemnified Party, a third party which is not a Party to the Order has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## **24. Modern Slavery Act**

24.1. The Supplier undertakes not to purchase any goods or services or raw materials that have been sourced from manufacturers or service providers using forced labour in its operations or practices

24.2. The Supplier shall:

24.2.1. Comply with the Purchasers anti-slavery policy in force from time to time

24.2.2. Comply with all applicable laws, statutes and regulations relating to the anti-slavery, servitude, forced and compulsory labour and human trafficking, including but not limited to the Modern Slavery Act 2015;

24.2.3. Promptly report to the Purchaser any actual or suspected slavery, servitude, forced and compulsory labour or human trafficking in its supply chain which has a connection with the Contract and any breach, or potential breach, of the Purchaser's anti-slavery policy;

24.2.4. Maintain a complete set of records to trace the supply chain of all goods and services provided to the Purchaser in connection with the Contract.

24.3. The Supplier shall ensure that any person associated with it who is performing services or providing goods 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.

## **25. Obsolescence**

25.1. The Supplier must notify the Purchaser in writing without delay of any actual or potential obsolescence issues affecting the Contract that it identifies from time to time, such notice to include complete and accurate details of

25.1.1. The obsolescence issue identified

25.1.2. Its impact on the performance of the Contract; and

25.1.3. Any actions that could be taken in mitigation (including the cost of such actions)

25.2. All relevant non-recurring and extra-recurring costs, if any, resulting from obsolescence issue during the performance by the Supplier of the Contract shall be fully borne by the Supplier.

## **26. Conflict Minerals**

26.1. Supplier recognizes, consistent with the public policy underlying enactment of the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), the significant legal and non-legal risks associated with sourcing tin, tantalum, tungsten and gold (the "Conflict Minerals") from the Democratic Republic of the Congo and adjoining countries ("DRC countries"). Accordingly, Supplier commits to comply with Section 1502 of Dodd-Frank and its implementing regulations. In particular, Supplier commits to have in place a supply chain policy and processes to undertake (1) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into Goods it provides Buyer; (2) due diligence of its supply chain, as necessary, to determine if Conflict Minerals sourced from the DRC countries directly or indirectly support unlawful conflict there, and (3) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures. Supplier shall take all other measures as are necessary to comply with the Act and its implementing regulations, as they may be amended over time.

## **27. Governing Law and Jurisdiction**

27.1. This Contract and any dispute or claim arising out of or in connection with it (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with English law.

27.2. Each Party hereby irrevocably submits to the exclusive jurisdiction of the English Courts PROVIDED THAT each Party shall have the right to enforce a judgment of the English Courts in a jurisdiction in which the other Party is incorporated or in which any assets of the other Party may be situated.