SUPPLIER agrees to perform, and BUYER agrees to pay for the WORK described in and furnished under the PURCHASE ORDER, for the price and on the terms of payment shown therein.

1. DEFINITIONS

1.1. In the PURCHASE ORDER:

"AFFILIATES" shall mean in relation to any party, a company:

(i) that directly or indirectly controls such party; or

(ii) that is directly or indirectly controlled by a company that also directly or indirectly controls such party.

For the purposes of this definition:

A company is directly controlled by another company if the latter (a) has ownership or control of more than fifty (50)% of the voting share capital of the former; or (b) the ability to direct the casting of more than fifty (50)% of the votes exercisable at general meetings of the former on all, or substantially, all matters; or (c) has the right to appoint or remove directors of the former holding a majority of the voting rights at meetings of the Board of the former, on all, or substantially all, matters.

A company is indirectly controlled by a company (the parent company) if a series of companies can be identified, beginning with the parent company and ending with the particular company so that each company in the series, except the parent, is controlled directly by one or more of the companies earlier in the series.

"ANTI-SLAVERY LAWS" means all applicable Anti-Slavery and Human Trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

"BUYER" shall mean the person, firm, or company who is the purchaser of the WORK and the entity named as such under the PURCHASE ORDER and shall include the BUYER's, successors and permitted assigns.

"BUYER GROUP" shall mean the BUYER, its AFFLIATES and its and their respective directors, officers and employees (including agency personnel), but shall not include any member of the SUPPLIER GROUP.

"BUYER INFORMATION" shall mean data, designs, drawings, specifications, communications and other information (whether detailed or conceptual) and in whatever form and howsoever capable of being recorded or transmitted (including, but not limited to, written, graphic, electronic or electromagnetic form), and documents which are provided to SUPPLIER by BUYER pursuant to the PURCHASE ORDER.

"DELIVERY DATE" shall mean the date(s) upon which the WORK shall be completed and delivered as specified in the PURCHASE ORDER.

"OWNER" shall mean BUYER's client (if any), as named in the PURCHASE ORDER, where such client is to be the ultimate user of, or acquirer of legal title to, the GOODS.

"PURCHASE ORDER" shall mean the BUYER's written order document that is issued to authorise the SUPPLIER to provide WORK in accordance with all documents referred to therein.

"SUPPLIER" shall mean the person, firm or company with whom this PURCHASE ORDER is placed to supply the WORK to BUYER and shall include SUPPLIER's successors and permitted assigns.

"SUPPLIER GROUP" means the SUPPLIER, its subcontractors, suppliers of any tier, its and their AFFLIATES, its and their respective directors, officers and employees (including agency personnel) but shall not include any member of the BUYER GROUP.

"SUPPLIER INFORMATION" shall mean data, designs, drawings, specifications, communications and other information (whether detailed or conceptual) and in whatever form and howsoever capable of being recorded or transmitted (including, but not limited to, written, graphic, electronic or electromagnetic form), and documents which are provided to BUYER by SUPPLIER pursuant to the PURCHASE ORDER.

"WORK" shall mean all goods, materials, equipment, services, spare parts, software, documentation, and designs procured under the PURCHASE ORDER.

1.1. The PURCHASE ORDER including all documents made part hereof by reference constitute the entire agreement between the parties and supersede all prior agreements and understandings, written or oral. The failure of BUYER to insist upon the performance of any of its rights hereunder shall not be construed as a waiver of BUYER's past, present or future rights.

1.2. Clause headings in these terms and conditions and in other documents forming the PURCHASE ORDER are for ease of reference only and do not affect the construction of any provision.

2. ACCEPTANCE OF WORK

2.1. Commencement by SUPPLIER of any part of the WORK described shall be deemed to be acceptance of this PURCHASE ORDER and all its terms and conditions. Except for changes made under Clause 10 (Changes To Work) hereof, no amendment to or waiver of the terms and conditions of this PURCHASE ORDER shall be binding upon either party unless it is agreed in writing and signed by an authorised representative of both parties.

2.2. BUYER hereby rejects any different terms contained in any acknowledgment, confirmation, invoice, proposal, shipping documentation, bills of lading or other form of documentation or communication from SUPPLIER. No act or course of dealing by BUYER, whether receiving, accepting or paying for any shipment of the WORK shall waive this provision or constitute an agreement to contrary, additional or different terms.

3. INDEPENDENT CONTRACTOR

3.1. SUPPLIER shall be an independent contractor and neither SUPPLIER nor any of its employees or agents shall be the employees or agents of BUYER.

4. ORDER OF PERFORMANCE OF THE WORK

4.1. BUYER, other suppliers and subcontractors may be working at the work site during the performance of this PURCHASE ORDER. BUYER reserves the right to direct SUPPLIER to schedule the order of performance of the WORK in such a manner as not to unreasonably interfere with the performance of other work and services by BUYER, other suppliers or subcontractors at the work site.

5. SUPPLIER'S GENERAL OBLIGATIONS

5.1. The WORK shall be delivered strictly in accordance with all requirements of these General Terms and Conditions (Short Form) and the PURCHASE ORDER. No deviation shall be made without the BUYER's written authorisation. All goods and materials shall be new and unused, fit for purpose and in accordance with quantity and specifications as detailed within the PUCHASE ORDER.

5.2. The SUPPLIER will perform and complete the WORK in accordance with the provisions of the PURCHASE ORDER by using its own management team, other personnel, buildings, worksites, facilities, plant, machinery, equipment (except materials and equipment to be supplied by BUYER), consumables and other resources.

5.3. SUPPLIER shall carry out all of its obligations under the PURCHASE ORDER and shall execute the WORK with all due care and diligence and with the skill to be expected of a reputable supplier experienced in the types of work to be carried out under the PURCHASE ORER. SUPPLIER warrants that it shall perform the WORK with materials which are new and are of good quality standards, and are fit for the purpose intended, and that SUPPLIER's equipment shall be in good condition.

5.4. SUPPLIER, at SUPPLIER's expense, shall take good care of all material and equipment used in performance of the WORK including any materials/equipment supplied by BUYER and/or OWNER. Where appropriate, SUPPLIER shall place material and equipment under cover or construct adequate storehouses when necessary for the proper protection of such material and equipment and take all reasonable measures of protection against theft, fire and other hazards.

5.5. SUPPLIER shall ensure that its key personnel and supervisory personnel and those of its subcontractors shall read, write and speak fluent English.

6. SUPPLIER TO INFORM ITSELF

6.1. SUPPLIER has examined the BUYER INFORMATION and the work site and is satisfied as to the conditions under which it will be obliged to operate in performing the WORK (including obstructions, the character and nature of the WORK, safety regulations and other factors which might in any way affect the WORK). No additional compensation shall be paid to SUPPLIER, nor will any extension of time be granted on the grounds of any misunderstanding or misapprehension in respect of any of these considerations.

7. SUPPLIER PERSONNEL

7.1. The SUPPLIER shall provide sufficient SUPPLIER GROUP personnel at all times to ensure the proper and timely performance and completion of the WORK in accordance with the provisions of this PURCHASE ORDER. All SUPPLIER GROUP personnel engaged in carrying out the WORK shall be competent, properly qualified, skilled and experienced in accordance with good industry practice.

7.2. Where any part of the WORK is to be performed offshore or at onshore site location, the SUPPLIER shall ensure that SUPPLIER GROUP personnel assigned to such part of the WORK are physically fit to perform the WORK in an offshore or onshore site environment. SUPPLIER shall ensure that SUPPLIER GROUP personnel assigned to work offshore have undergone medical examination and are in possession of current medical certificates in compliance with applicable laws, industry guidelines and standards. SUPPLIER shall make available to BUYER copies of such medical certificates as and when requested by BUYER.

8. HEALTH, SAFETY, ENVIRONMENT AND QUALITY ASSURANCE

8.1. SUPPLIER shall at all times perform, and ensure that its employees, agents, subcontractors and suppliers of any tier perform SUPPLIER's obligations pursuant to or under the PURCHASE ORDER in a safe, secure and environmentally aware manner. SUPPLIER shall observe and comply, and ensure its employees, agents, subcontractors and suppliers of any tier observe and comply with all the applicable current legislation in respect health, safety and the environment. Furthermore, SUPPLIER shall observe and comply with, and ensure its employees, agents, subcontractors and suppliers of any tier observe and comply with, BUYER's global health, safety and environmental standards and procedures and local policies. Access to copies of such global standard and procedures and local policies can be obtained at BUYER's internet website at the address specified in the PURCHASE ORDER. Nothing in this Clause shall require SUPPLIER to breach any applicable laws.

8.2. SUPPLIER shall ensure its employees, agents, subcontractors and suppliers are, where applicable, provided with and are required to wear or use as appropriate all necessary personal protective equipment in relation to the performance of SUPPLIER's obligations pursuant to or under the PURCHASE ORDER.

8.3. SUPPLIER shall ensure that its employees, agents subcontractors and suppliers of any tier have and will maintain all safety, medical and training certificates as may be required for the performance of SUPPLIER's obligations pursuant to or under the PURCHASE ORDER or by applicable codes, laws or any regulations applying to any work site used in the performance of SUPPLIER's obligations pursuant to or under the PURCHASE ORDER or by BUYER's global health, safety and environmental standards and procedures and local policies.

8.4. SUPPLIER shall ensure that within twenty-four (24) hours of their occurrence, all health, safety and environmental incidents, accidents or events, regardless of severity (including in particular "lost time" incidents and accidents), and arising from, in connection with or as a result of SUPPLIER's performance of its obligations pursuant to or under the PURCHASE ORDER, shall be reported to BUYER's representative. Such reporting requirements shall not be limited to injuries to persons but must also include any environmental spillage, contamination and similar environmental impairment incidents and "near miss" information.

8.5. SUPPLIER shall indemnify and keep indemnified the BUYER GROUP against all claims which BUYER may suffer or incur as a result of or which may arise out of any failure of the SUPPLIER GROUP to comply with its obligations under this Clause or any applicable laws relating to health or safety.

8.6. If access to any premises owned or controlled by the BUYER and/or OWNER is required for the purposes of fulfilling the SUPPLIER's obligations under the PURCHASE ORDER, SUPPLIER shall ensure, and cause its subcontractors and suppliers to ensure, that their employees, agents and representatives comply with all health, safety, security, environmental and other policies, procedures, rules and regulations that apply to the premises and which are in force during the time access is required.

8.7. Provided that compliance shall not relieve SUPPLIER from any of its other duties and obligations under the PURCHASE ORDER, SUPPLIER's activities shall be carried out in compliance with an approved quality assurance ("QA") system.

8.8. SUPPLIER shall allow BUYER's and/or OWNER's quality auditors access to personnel, documentation and records for the purpose of conducting quality audits relating to the manufacture and supply of the WORK. Where non-conformities are identified during quality audits, SUPPLIER shall undertake the corrective actions required by the quality auditors within agreed time limits as SUPPLIER's cost.

8.9. It shall be SUPPLIER's responsibility to incorporate provisions similar to those in Clause 30 (Audit) into subcontracts and to include provision for BUYER and/or OWNER to approve and carry out quality audits on subcontractors and suppliers.

9. PRICES

9.1. All prices / unit prices (where applicable) stated shall be deemed to be fixed and not subject to escalation and payable in the currency denoted in the PURCHASE ORDER. The prices shall be the sole compensation, inclusive of all taxes (excluding sales tax or VAT), duty, packing, protection and delivery to specified delivery point and charges of any kind incurred by SUPPLIER in relation to the performance of the PURCHASE ORDER.

10. CHANGES TO WORK

10.1. BUYER may, by giving reasonable written notice to SUPPLIER, make changes in the specifications and/or drawings, issue additional instructions, or require additional WORK without invalidating this PURCHASE ORDER. Unless otherwise provided for herein, before any such change or addition takes place its value shall be determined by mutual agreement between the parties hereto.

10.2. No additional WORK will be paid for by BUYER unless it is performed in accordance with a written instruction of BUYER.

10.3. No additional payments will be made by BUYER for overtime unless otherwise specified within this PURCHASE ORDER and agreed between the parties.

11. FREE ISSUE MATERIALS

11.1. Where BUYER and/or OWNER provides free issue materials for incorporation into the WORK, such materials shall be, and at all times remain the sole and unencumbered property of BUYER and/or OWNER. The risk in such materials shall vest in SUPPLIER and shall so remain until delivery to, or acceptance of the WORK by BUYER, whichever shall be the later. All materials, components or work in progress in the possession of SUPPLIER which is the property of BUYER shall be clearly marked in such a manner that they can be identified as the property of BUYER and/or OWNER.

11.2. On receipt of any free issue materials provided by BUYER and/or OWNER, SUPPLIER shall carry out a reasonable visual inspection to check that such materials are free from defects or deficiency and shall notify BUYER of any such defects or deficiencies as soon as practicable but, in any event, within seven (7) working days after receipt.

11.3. The SUPPLIER shall take care of and maintain free issue materials in good condition and shall use them only in connection with the PURCHASE ORDER.

11.4. SUPPLIER shall use free issue materials provided by BUYER and/or OWNER economically and any surplus shall be accounted for to BUYER and disposed of in accordance with BUYER's instructions. Waste, loss of or damage to such materials arising from bad workmanship or failure of SUPPLIER to maintain such materials in good order and condition shall be made good at SUPPLIER's expense. Replacements of free issue materials are to be of equivalent quality and specification and shall be subject to BUYER's prior written approval.

12. TESTS AND INSPECTION

12.1. SUPPLIER will allow BUYER and/or OWNER to expedite, inspect and test the WORK during the manufacture at SUPPLIER's premises, including those of SUPPLIER's subcontractors and suppliers, by giving prior notice. SUPPLIER agrees to provide any help which may be required to obtain all visas, work permits and other permissions as maybe necessary to enable BUYER's and/or OWNER's representative(s) to make such visits. BUYER will be supplied by SUPPLIER upon request or as needed with data, drawings, specifications, test results, quality documentation, schedules and other documents and information in accordance with the documentation requirements set out in the PURCHASE ORDER.

12.2. All inspection and testing procedures shall be in accordance with applicable law, appropriate codes and standards, and sound engineering practice.

12.3. No WORK shall be delivered until all applicable inspections and tests have been successfully completed and all the documentation, which is due to be provided on or before delivery of the WORK, including but not limited to, certification documents, has been completed to the requirements of the PURCHASE ORDER.

12.4. BUYER's inspection, waiving of inspection, expediting, review, approval or acceptance of the WORK or provision by BUYER of any BUYER INFORMATION will not relieve or discharge SUPPLIER either expressly or by implication of SUPPLIER's responsibilities and obligations under the PURCHASE ORDER.

12.5. BUYER shall have the right at any time to request and to be provided with certificates of origin for any raw materials and/or parts that are to be incorporated into the WORK and such other certificates as BUYER may deem appropriate.

13. DELIVERY

13.1. SUPPLIER acknowledges that the DELIVERY DATE(s) specified in the PURCHASE ORDER are critical and time is of the essence in the performance of the WORK for the avoidance of substantial loss to BUYER and OWNER.

13.2. SUPPLIER's unexcused failure to meet the DELIVERY DATE(s) without BUYER's prior written consent may constitute a breach of contract or default hereunder. Any consent or forbearance by BUYER will not constitute a waiver of any provision herein.

13.3. In the event of delay, or anticipated delay, from any cause, including Force Majeure, as defined in Clause 26 (Force Majeure), SUPPLIER shall immediately notify BUYER in writing of the delay or anticipated delay, and its approximate duration, and SUPPLIER shall undertake to shorten or make up the delay by all reasonable and expeditious means, at SUPPLIER's cost and expense. BUYER, at its option, may require or approve in writing a new DELIVERY DATE, in response to SUPPLIER's notice.

13.4. If SUPPLIER fails to meet the DELIVERY DATE(s) so specified by BUYER without BUYER's prior written approval, BUYER may in such case, without cancellation, restocking or other fee, or charges, and without prejudice to any other rights which it may have under the PURCHASE ORDER or at law, (a) terminate all or any part of the PURCHASE ORDER, in accordance with the terms of Clause 20 (Termination); or (b) enter SUPPLIER's, its subcontractors' or suppliers' premises and take possession of the WORK, partly constructed WORK and/or materials for incorporation into the finished WORK and deliver them to the BUYER's nominated destination at SUPPLIER's cost and expense. Thereafter, if so, required by BUYER, SUPPLIER shall at its cost and expense complete any and all partly constructed or assembled WORK in accordance with the PURCHASE ORDER; or (c) recover from SUPPLIER the direct costs and expenses sustained as a result of the delay up to an amount not to exceed the PURCHASE ORDER value.

13.5. Before exercising such termination right, BUYER at its option may first require SUPPLIER to accelerate the schedule, at SUPPLIER's cost, including, but not limited to, working overtime, multiple shifts, weekends, or adding additional personnel. BUYER may also increase expediting at SUPPLIER's cost. If SUPPLIER fails to cure such delays, then BUYER may terminate all or any part of the PURCHASE ORDER.

14. PREPARATION AND PACKING FOR TRANSIT

14.1. To the extent that they do not conflict with the PURCHASE ORDER, ICC Terms of Trade for International Contracts (INCOTERMS 2020) shall apply to the PURCHASE ORDER. SUPPLIER shall provide all documentation required therein. SUPPLIER shall ensure that the WORK is properly packed, secured and labelled in accordance with BUYER's instructions contained within the PURCHASE ORDER and in accordance with good industry practice.

14.2. SUPPLIER agrees that in the performance of its obligations pursuant to or under the PURCHASE ORDER, it is solely responsible for compliance with the import and export, re-import and sanction laws and regulations of any applicable jurisdiction.

15. HAZARDOUS SUBSTANCES

15.1. SUPPLIER shall provide the BUYER with full information about any substance supplied as part of the PURCHASE ORDER which is either known to be, or could reasonably be expected to be, hazardous to the health or safety of persons installing it or using it in connection with their work and/or operating any part of the WORK, whether or not such information must be provided under any applicable law or regulation. When no such substances are present, SUPPLIER shall provide a written statement to that effect.

15.2. SUPPLIER shall not supply, install, remove or otherwise handle directly or by sub-order, asbestos or any asbestos-containing product and shall not incorporate asbestos or any asbestos-containing product in any of the WORK to be supplied by SUPPLIER under the PURCHASE ORDER.

15.3. Any subcontracts, sub-orders, purchase orders, and similar agreements between SUPPLIER and its suppliers shall expressly prohibit the provision, use and/or handling of asbestos-containing materials.

15.4. SUPPLIER shall comply with all relevant and applicable national or international regulations and/or codes of practice relating to the packing, labelling, transportation, storage and handling of any hazardous substances forming part of the WORK.

16. INVOICING AND PAYMENT

16.1. For the satisfactory performance and completion of the WORK, BUYER shall pay or cause to be paid to the SUPPLIER the amounts as set out in the PURCHASE ORDER.

16.2. Payment for or acceptance of WORK shall not be construed as a waiver of BUYER's rights, or acceptance of fulfilment of SUPPLIER's contractual obligations.

16.3. Except where it is expressly provided that BUYER shall carry out an obligation under the PURCHASE ORDER at its own cost, all WORK to be supplied or performed by the SUPPLIER under the PURCHASE ORDER shall be deemed to be included in the rates and prices as detailed in the PURCHASE ORDER.

16.4. Once SUPPLIER has submitted a properly completed and documented invoice, BUYER shall review such invoice, and if the invoice is deemed complete and has been approved at all required levels, BUYER will pay such invoice on a net sixty (60) days basis, or as otherwise set forth in this PURCHASE ORDER. If the invoice is rejected for payment in whole or in part, BUYER will provide notice to SUPPLIER of the reasons for such rejection and request the SUPPLIER to issue a credit note for the unaccepted part or whole of the invoice as applicable. Upon receipt of such credit note, the BUYER shall pay SUPPLIER for the approved or undisputed amounts as soon as possible after the invoice is approved, but within sixty (60) days, or as otherwise set forth in this PURCHASE ORDER, after receipt of a proper invoice.

16.5. BUYER shall have the right to withhold payment on the disputed portion of any invoice or statement presented by SUPPLIER for reasonable verification thereof. Any sums due to SUPPLIER hereunder may be applied by BUYER as a set off against any sums owed by SUPPLIER to BUYER or against any claims of third parties against BUYER arising from SUPPLIER's performance, whether under the PURCHASE ORDER or any other contract between BUYER and SUPPLIER.

16.6. To the extent that payments to be made under the PURCHASE ORDER attract Value Added Tax (VAT) or sales tax, the proper amount of such tax shall be shown as a separate item on invoices and shall be a strictly net extra charge. BUYER may require SUPPLIER to provide supporting tax payment documentation.

16.7. The latest time for receipt of invoices is sixty (60) days after delivery and/or completion of the WORK, SUPPLIER shall not be entitled to receive any payment for any invoice received by BUYER after this time.

16.8. All of SUPPLIER's invoices and supporting documents must clearly show:

(a) The total valuation of the WORK performed to the date of that valuation.
(b) The PURCHASE ORDER number or Cost Code number and the name of BUYER's authorising party
(c) SUPPLIER's VAT number.

SUPPLIER shall submit all invoices and supporting documents to BUYER at the address indicated on the front page of this PURCHASE ORDER, unless otherwise directed by BUYER.

17. TITLE AND RISK

17.1. Title to the WORK and all its components, equipment, drawings, specifications, documents and materials will vest in BUYER immediately upon acceptance at the point of delivery of the WORK by BUYER or upon identification of the WORK to the PURCHASE ORDER, or by payment by the BUYER, whichever occurs the earliest. SUPPLIER warrants full and clear title to the WORK, free from any and all liens, restrictions, reservations, security interests and encumbrances.

17.2. The BUYER may require the SUPPLIER to provide a certificate (in a prescribed form) confirming transfer of ownership of the WORK to the BUYER and shall be entitled to withhold any payment otherwise due for such WORK pending receipt of the certificate.

17.3. Should any loss or damage occur to the WORK while in the care, custody and control of the SUPPLIER, the SUPPLIER shall either (i) promptly and at its cost make good the loss or damage caused to the WORK and/or (ii) replace such materials with identical materials in order to meet its performance obligations hereunder, and where neither option (i) nor option (ii) described above can be reasonably implemented by the SUPPLIER, the BUYER may, in lieu of remedy (i) or (ii) above, (iii) terminate the PURCHASE ORDER by written notice and require SUPPLIER to reimburse BUYER for the loss, including any amounts already paid for the WORK and for any necessary additional expenses and costs which may be incurred resulting from such termination.

18. WARRANTY

18.1. SUPPLIER warrants that the WORK shall be executed diligently in accordance with best current practices and be free from all errors, defects and failures for a period of twenty-four (24) months from acceptance of the WORK at point of delivery. Upon notification by BUYER and/or OWNER of any such error, defect or failure SUPPLIER shall immediately rectify, or at BUYER's option, replace or reperform the WORK at no cost to BUYER and warrant such replaced or reperformed WORK for a further twenty-four (24) months from its acceptance. If SUPPLIER after using all reasonable endeavours fails to rectify, replace or reperform the WORK as aforesaid, BUYER shall have the right to do so or to engage others to do so at SUPPLIER's cost.

18.2. SUPPLIER shall extend to BUYER GROUP and OWNER such warranties as are granted to SUPPLIER under the terms of any contract between SUPPLIER and a third party in relation to the WORK and performance of the PURCHASE ORDER.

18.3. It is agreed that all warranties, rights and remedies given in favour of BUYER under this Clause 18 shall be extended to BUYER GROUP and OWNER or any subsequent purchaser of the WORK.

19. SUSPENSION

19.1. The BUYER may temporarily suspend the performance of the WORK and all or part of the PURCHASE ORDER by giving notice to the SUPPLIER. Such notice shall specify which part of the WORK shall be suspended, the effective date of the suspension and the expected date of resumption of the WORK. Upon receipt of the notice of suspension, SUPPLIER shall immediately discontinue the WORK, protect the WORK and take steps to minimize any costs associated with suspension. The SUPPLIER shall resume the WORK after notification by the BUYER.

19.2. Except when suspension is attributable to an act or omission of the SUPPLIER, BUYER shall compensate the SUPPLIER for all direct necessary and proven expenses incurred by the SUPPLIER which are pre-approved by BUYER as a result of the suspension, provided that the SUPPLIER does everything reasonably necessary and possible to mitigate the effects thereof.

19.3. In case SUPPLIER and BUYER should not reach a mutual agreement related to the increase in costs for the remaining WORK, the BUYER is entitled to terminate the PURCHASE ORDER. In this case the SUPPLIER's claim is limited to the proven documented direct costs which occurred up to the effective date of the suspension.

20. TERMINATION

20.1. BUYER may, by giving written notice to SUPPLIER, terminate this PURCHASE ORDER in whole or in part at any time, either for BUYER's convenience or for default of SUPPLIER. All data, plans, specifications, reports, estimates, summaries, partially completed WORK and any such work or reports in progress, BUYER INFORMATION, plus any other information and materials which may have been accumulated by SUPPLIER in the performance of the WORK, being the property of BUYER pursuant to Clause 17 (Title and Risk) hereof, shall be immediately delivered to BUYER (the extent of such delivery to be determined by BUYER).

20.2. In the event of termination due to default by SUPPLIER, BUYER shall be entitled to recover all reasonable costs incurred by BUYER in completing the outstanding WORK, in excess of those costs that BUYER would have otherwise incurred had the PURCHASE ORDER not been terminated.

20.3. If the termination is for the convenience of BUYER, an equitable adjustment shall be made by agreement between SUPPLIER and BUYER as to the compensation to be paid to SUPPLIER under this PURCHASE ORDER, but no amount shall be allowed for anticipated profits and any consequential losses for uncompleted WORK. Such costs shall not exceed the sum calculated in accordance with the rates and prices specified in the PURCHASE ORDER. BUYER shall have the right to take possession in whole or in part of the WORK.

20.4. If the SUPPLIER becomes insolvent, is declared bankrupt, has an involuntary petition in bankruptcy filed, goes into voluntary liquidation, winds up, makes an assignment for the benefit of its creditors or has a trustee appointed to take charge of its assets then BUYER may immediately declare the

SUPPLIER to be in default and BUYER shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate the PURCHASE ORDER for default.

21. INDEMNITY

21.1. SUPPLIER shall be responsible for and shall release, defend, indemnify and hold harmless the BUYER GROUP and OWNER from and against all claims, losses, damages, costs (including legal fees and court costs), fines, penalties and liabilities, arising from:

(a) personal injury including death or disease to any personnel of SUPPLIER GROUP arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER; and

(b) loss of or damage to the property of SUPPLIER GROUP whether owned, hired, leased or otherwise provided by the SUPPLIER GROUP, arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER; and

(c) personal injury, including death or disease, or loss of, or damage to, or loss of use to the property of any third parties to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the SUPPLIER GROUP. For the purposes of this Clause 21.1 (c) "third party" shall mean any party which is not a member of the BUYER GROUP or SUPPLIER GROUP; and

(d) or alleged to arise from, or in any way associated with, any defect in the WORK furnished by SUPPLIER to BUYER, arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER; and

(e) notwithstanding Clause 21.2 (b) any costs, loss of or damage to the WORK, including free issue material provided by the BUYER and/or OWNER which is under the SUPPLIER's care, custody and control, which is the property of BUYER GROUP and/or OWNER.

21.2. BUYER shall be responsible for and shall release, defend, indemnify and hold harmless SUPPLIER GROUP, from and against all claims, losses, damages, costs (including legal fees and court costs), fines, penalties and liabilities, arising from the:

(a) personal injury including death or disease to any personnel of BUYER GROUP arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER; and

(b) Without prejudice to 21.1 (e), loss of or damage to the property of BUYER GROUP, arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER; and

(c) personal injury, including death or disease, or loss of, or damage to, or loss of use to the property of any third parties to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the BUYER GROUP. For the purposes of this Clause 21.2 (c) "third party" shall mean any party which is not a member of the SUPPLIER GROUP or BUYER GROUP.

21.3. (Except as provided by Clause 21.2 (a) and (b), the SUPPLIER shall be responsible for and shall release, defend, indemnify and hold harmless the BUYER GROUP and OWNER from and against all claims of whatsoever nature arising from pollution occurring on the premises of SUPPLIER GROUP, or originating from the property or equipment of SUPPLIER GROUP, arising from, relating to or in connection with the performance of non-performance of the PURCHASE ORDER.

21.4. The exclusions and indemnities given under this Clause 21 [other than those set out in Clause 21.1 (c) and 21.2 (c)] shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party and shall apply irrespective of any claim in tort, under contract or otherwise at law.

22. INSURANCE

22.1. SUPPLIER shall maintain insurance with coverage to the extent necessary and normal in the industry, to cover its obligations and indemnities. In particular SUPPLIER shall maintain (at its expense), Public & Products Liability insurance with a minimum limit of indemnity of £5,000,000 (five million pounds sterling) per incident and carry "Employer's Liability" (or equivalent) insurance in respect of its employees in accordance with applicable law.

22.2. SUPPLIER shall furnish the BUYER with copies of Certificates of Insurance required herein on request prior to commencement of the WORK.

22.3. SUPPLIER shall ensure the BUYER is named as additional assureds on all of such policies of insurance and agrees to obtain from its insurers waivers of subrogation in favour of BUYER on such policies to the extent of the liabilities assumed by SUPPLIER under the PURCHASE ORDER.

23. CONSEQUENTIAL LOSS

23.1. For the purposes of this clause "Consequential Loss" shall mean:
(a) Consequential or indirect loss under applicable laws; and
(b) loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), loss of contract, business interruption, loss of business opportunity, in each case whether direct or indirect to the extent that these are not included in (a) and whether or not foreseeable at the effective date of commencement of the PURCHASE ORDER.

23.2. Notwithstanding any provision to the contrary elsewhere in the PURCHASE ORDER, the BUYER shall release, defend, indemnify and hold harmless the SUPPLIER GROUP from the BUYER GROUP's own Consequential Loss and the SUPPLIER shall release, defend, indemnify and hold harmless the BUYER GROUP from the SUPPLIER GROUP's own Consequential Loss, arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER.

24. ASSIGNMENT AND SUBCONTRACTING

24.1. SUPPLIER shall not assign or subcontract the PURCHASE ORDER or any rights or obligations hereunder without the previous consent in writing of BUYER.

25. TAXES

25.1. SUPPLIER shall indemnify, defend and hold harmless BUYER GROUP and OWNER from and against any and all taxes on income, profits or gains. SUPPLIER's taxes, social security taxes, social insurance organisation charges imposed by any government or taxing authority on SUPPLIER, its employees, agents or any assignee of SUPPLIER in respect of any payment made to or earned by SUPPLIER , its employees, agents or any assignee of SUPPLIER which may be applicable to its operations hereunder.

26. FORCE MAJEURE

26.1. For the purposes of this Clause the expression “Force Majeure” means any event or circumstance that is not reasonably foreseeable, is beyond the reasonable control and without the fault or negligence of the party affected thereby. Without prejudice to the generality of the foregoing “any event and circumstance” shall include, but is not limited to, the following occurrences:

(a) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;
(b) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
(c) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
(d) Earthquake, flood, fire, explosion and/or other natural physical disaster;
(e) Strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or international disputes by labour not employed by the affected party its subcontractors or its suppliers;
(f) Maritime or aviation disasters;
(g) Guidance from government or any non-governmental authority, changes to any general or local statute, ordinance, decree or other law, or any regulation or bye-law of any local or other duly constituted authority or the introduction of any such statute, ordinance, decree, law, regulation or bye-law;
(h) Epidemic or pandemic.

Provided that adverse weather conditions (regardless of severity) and/or strike of industrial dispute by any SUPPLIER personnel and/or the mere shortage of labour, materials, equipment (or the breakdown of equipment) or supplies and/or lack of funds shall not constitute a Force Majeure

26.2. A party shall not be considered to be in default in the performance of its obligations hereunder to the extent that such performance is delayed or temporarily prevented by Force Majeure which has been notified in accordance with this Clause. Both parties shall use their reasonable endeavours to avoid, circumvent or overcome the circumstances of Force Majeure and to minimise its effect.

26.3. Each party shall be liable for and bear all of its own costs, expenses and losses incurred because of an occurrence of Force Majeure.

26.4. In the event of Force Majeure occurrence causing a prolonged delay and the delay exceeds thirty (30) days, BUYER shall have the right to terminate the PURCHASE ORDER, in accordance with Clause 20 (Termination) and without this giving rise to any claim for compensation from SUPPLIER other than for WORK completed up to the time of termination.

27. INTELLECTUAL PROPERTY RIGHTS

27.1. All BUYER INFORMATION provided by BUYER to SUPPLIER and the intellectual property rights therein shall remain the property of BUYER and shall not be used, exploited, reproduced or adapted by SUPPLIER or divulged by SUPPLIER to any person except to employees of SUPPLIER or SUPPLIER’s authorised subcontractors and suppliers for the sole purpose of carrying out SUPPLIER’s obligations pursuant to or under the PURCHASE ORDER. In no event shall the provision of BUYER INFORMATION to SUPPLIER create or confer or be deemed to create or confer any licence or other intellectual property rights in such BUYER INFORMATION in favour of SUPPLIER.

27.2. All SUPPLIER INFORMATION created by SUPPLIER in the performance of its obligations pursuant to or under the PURCHASE ORDER shall be the sole property of BUYER with title to such SUPPLIER INFORMATION vesting in BUYER upon identification to the PURCHASE ORDER. SUPPLIER shall submit all BUYER INFORMATION to BUYER, including copies thereof, at the expiration date of the warranty period referred to in Clause 18 (Warranty), or earlier as may be requested in writing by BUYER. SUPPLIER agrees to execute any documents and take all such actions as may be required by BUYER to confirm BUYER’s legal title to all rights in SUPPLIER INFORMATION. WORK fabricated, manufactured, produced and constructed in accordance with BUYER INFORMATION provided by BUYER shall be considered BUYER’s design and SUPPLIER shall not furnish to anyone else identical or similar WORK or parts thereof without BUYER’s prior written consent. Any SUPPLIER INFORMATION controlled by SUPPLIER prior to the date of this PURCHASE ORDER which are incorporated or embedded into the WORK shall remain the intellectual property of SUPPLIER, and SUPPLIER agrees to grant and does herein grant to BUYER and any OWNER or their assignees a non-exclusive, worldwide, transferable, fully-paid and perpetual licence to use the SUPPLIER INFORMATION. Except for any SUPPLIER INFORMATION SUPPLIER shall not retain any rights to the WORK, in whole or in part.

27.3. SUPPLIER warrants that the design, fabrication, manufacture, production, sale, distribution and intended use of the WORK do not infringe directly or indirectly, in whole or in part, any patent, copyright, registered design, trade secret, trademark, trade name, or other intellectual property right of any third party, and SUPPLIER agrees to release, defend, indemnify and hold harmless the BUYER GROUP and OWNER, from and against any and all costs (including legal fees and court costs), expenses, fines, penalties, losses, damages, and liabilities arising out of or in connection with any alleged or actual patent, registered design, copyright, trade secret, trademark, trade name, or other intellectual property right infringement claim or demand made by, or action or proceedings brought by, any third party against BUYER and arising from or related to the design, fabrication, manufacture, production, sale, distribution or use of the WORK.

28. CONFIDENTIALITY AND PUBLICITY

28.1. SUPPLIER shall treat as confidential and shall not divulge to third parties without the written consent of BUYER, any BUYER INFORMATION obtained by SUPPLIER and/or its employees from or through BUYER in connection with the WORK. This Clause shall continue in effect notwithstanding completion of the WORK or termination of this PURCHASE ORDER.

28.2. SUPPLIER shall not, without the prior written consent of BUYER and/or OWNER, issue any news releases, advertising publicity or promotional material in any way connected with this PURCHASE ORDER.

29. LIENS

29.1. To the maximum extent allowed by law, SUPPLIER agrees to release, defend, indemnify, and hold harmless BUYER GROUP from and against any and all liens, claims, judgements or awards arising from, or in connection with, SUPPLIER’s performance of its obligations pursuant to or under the PURCHASE ORDER.

29.2. SUPPLIER agrees to waive all rights to exercise any claim, lien or encumbrance against the WORK, partly constructed WORK and/or materials for incorporation into the finished WORK, including any free issue materials provided by or on behalf of BUYER and/or OWNER and/or any subsequent purchaser.

30. AUDIT

30.1. For a minimum period of six (6) years after final payment has been made to SUPPLIER under the PURCHASE ORDER, SUPPLIER shall maintain complete and accurate records and accounts pertaining to the PURCHASE ORDER.

30.2. At any time after the effective date of the PURCHASER ORDER until expiry of a minimum period of six (6) years after final payment has been made to SUPPLIER, BUYER and/or OWNER and any subsequent purchaser or their respective authorised representatives shall have the right at all reasonable times to examine and audit, copy and inspect all SUPPLIER's records and accounts pertaining to the performance of its obligations pursuant to or under the PURCHASE ORDER. BUYER's and/or OWNER's and any subsequent purchaser's right to audit shall extend to SUPPLIER's subcontractors and suppliers of any tier and SUPPLIER shall ensure any contract it enters into with its subcontractors and suppliers contains an express provision permitting BUYER and/or OWNER and any subsequent purchaser to exercise their rights under this Clause.

31. WAIVER AND SEVERABILITY

31.1. None of the terms and conditions of the PURCHASE ORDER shall be considered to be waived by BUYER unless a waiver is given in writing by BUYER to SUPPLIER. No failure on the part of BUYER to enforce any of the terms and conditions of the PURCHASE ORDER shall constitute a waiver of such terms nor shall such waiver be construed as a waiver of BUYER's right to future performance of such term or condition and SUPPLIER's obligation in respect of such future performance shall continue in full force and effect.

31.2. If any provision of the PURCHASE ORDER shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of the PURCHASE ORDER and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute, for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest possible extent, the economic, legal and commercial objectives of the invalid or unenforceable provision.

32. ANTI BRIBERY, CORRUPTION AND THE FACILITATION OF TAX FRAUD

32.1. SUPPLIER confirms that it has read and is familiar with the BUYER's Code of Conduct, and agrees that it shall;

(a) adhere to the Code of Conduct in all its dealings with, for, or on behalf of the BUYER;
(b) ensure that any person providing services to the BUYER on behalf of the SUPPLIER complies with the terms of the Code of Conduct;
(c) comply with the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 and all laws and regulations relating to bribery, corruption and fraud in effect each country in which services are provided under this PURCHASE ORDER (Anti-Bribery Laws);
(d) not offer any bribe, facilitation payment, gift, promise, other advantage, or anything of value to any government official, commercial entity or person in order to secure a business advantage in connection with this PURCHASE ORDER;
(e) comply with the UK Criminal Finances Act 2017 and all laws prohibiting the facilitation of tax fraud in effect each country in which services are provided under the PURCHASE ORDER (Anti-Tax Fraud Facilitation Laws)
(f) not facilitate tax fraud in relation to any counterparty to a transaction in connection with the PURCHASE ORDER,
(g) provide, at the BUYER's request, such information as is required to satisfy the BUYER's due diligence requirements;
(h) maintain adequate internal controls and procedures to ensure compliance with Anti-Bribery Laws and Anti-Tax Fraud Facilitation Laws;
(i) make its books of accounts and records in connection with this PURCHASE ORDER available and provide all reasonable assistance to enable the BUYER to audit its compliance with this Clause.

32.2. The BUYER shall be entitled to terminate this PURCHASE ORDER if the SUPPLIER or any of its AFFILIATES breach the terms of the Code of Conduct or otherwise commits an offence under the Anti-Bribery Laws or Anti-Tax Fraud Facilitation Laws regardless of when the breach occurred.

33. SUPPLY CHAIN CODE OF CONDUCT

33.1. SUPPLIER warrants that it has read and is familiar with BUYER's Supply Chain Code of Conduct available or on request from BUYER; and agrees that SUPPLIER shall be bound and will perform its services in strict compliance with BUYER's Supply Chain Code of Conduct in all its dealings with, for, or on behalf of BUYER. Any breach or violation of this Clause will constitute a material breach of the PURCHASE ORDER.

33.2. SUPPLIER undertakes to promptly (and in any event within 14 days) notify BUYER of any alleged potential, suspected or actual breach(es) of the law, the BUYER's Code of Conduct or the BUYER's Supply Chain Code of Conduct via the Supply Chain Management page on the BUYER website or directly to the BUYER Representative or to the Supply Chain focal point named on the issued PURCHASE ORDER.

34. ANTI-SLAVERY AND HUMAN TRAFFICKING

34.1. In performing its obligations under the PURCHASE ORDER, SUPPLIER shall:
(a) Comply with all applicable ANTI-SLAVERY LAWS, statutes, regulations (and codes) from time to time in force, including but not limited to, the Modern Slavery Act 2015.
(b) Comply with BUYER Code of Conduct as updated from time to time.
(c) Not engage in any activity, practice or conduct that would constitute an offence under Sections 1, 2 or 4, of the Modern Slavery Act 2015.

34.2. SUPPLIER represents and warrants that:
(a) It conducts its business in a manner that is consistent and in compliance with BUYER Code of Conduct and this Clause.

(b) Neither SUPPLIER nor any of its officers, employees (or other persons associated with it):
  (i) Has been convicted of any offence involving Slavery and Human Trafficking; and
  (ii) Has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with Slavery and Human Trafficking.

34.3. SUPPLIER shall notify BUYER as soon as it becomes aware of:
(a) Any breach, or potential breach, of BUYER Code of Conduct; or
(b) Any actual or suspected Slavery or Human Trafficking in a supply chain which has a connection with the PURCHASE ORDER.

35. GOVERNING LAW AND DISPUTE RESOLUTION

35.1. This PURCHASE ORDER shall be governed by, construed and interpreted exclusively according to the Laws of England. The parties agree to submission to the jurisdiction of the English Courts to the exclusion of the Law and Courts of any other country. In the event of dispute, the parties shall meet as soon as possible, in good faith with each other to try to resolve the matter in an amicable way. If no agreement is reached, the parties may attempt to settle the dispute by a form of alternative dispute resolution to be agreed between the parties. In the absence of any agreement being reached on a particular dispute either party may take appropriate action in the English Courts to resolve the dispute at any time.

35.2. The language of the PURCHASE ORDER shall be English. All documentation provided by SUPPLIER shall be in English. SUPPLIER shall comply with all statutes, rules, regulations and laws that may apply to the activities under the PURCHASE ORDER. A person who is not a party to this PURCHASE ORDER shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act. In addition to its rights under the PURCHASE ORDER, BUYER reserves any other rights and remedies which BUYER may have against SUPPLIER at law.

35.3. The SUPLIER GROUP shall observe and abide by all applicable laws, ordinances, rules, codes and regulations, directly or indirectly applicable to the PURCHASE ORDER, including but not limited to the labour employed on the PURCHASE ORDER, the safety and security of the WORK, the preservation of public health and safety, BUYER procedures and safety requirements as may apply in relation to the WORK and any other laws and regulations of any applicable jurisdiction in the locations where WORK is to be performed under this PURCHASE ORDER.

36. NOTICES

36.1. Notices shall be validly given if sent by email or recorded delivery to the parties' respective addresses stated on the PURCHASE ORDER or to any address subsequently notified in writing by one party to the other.

37. DIGITAL SECURITY

37.1. In connection with the GOODS and this PURCHASE ORDER, SUPPLIER shall, where applicable, maintain, and ensure that its subcontractors and suppliers maintain, a security management policy that protects BUYER's data and information technology systems against loss, destruction, damage, unauthorized disclosure, or other misuse in accordance with applicable data protection laws and the highest standards within the industry. Such security management policy shall, at a minimum, demonstrate compliance with or accreditation to ISO27001/27002 including clearly defined security responsibilities and processes for security incident response plan, documented change control procedure. SUPPLIER's incident response plan shall comply with industry standards for legally admissible chain-of-custody management process and controls.

37.2. SUPPLIER shall maintain and have a documented business continuity and disaster recovery plan to validate appropriate resilience is in place in accordance with the WORK and this PURCHASE ORDER. The SUPPLIER shall ensure that its business continuity plans are tested at planned intervals or upon significant organisational or environmental changes to ensure continuing effectiveness.

37.3. SUPPLIER shall support secure deletion (ex. degaussing / cryptographic wiping) of archived data as determined by the BUYER.

37.4. The SUPPLIER shall ensure that its supporting system and network environments are logically separated to ensure compliance with legislative, regulatory, and contractual requirements. The SUPPLIER shall specify which of geographic locations data is allowed to traverse into/out of and can provide documentation showing the transport route of their data between systems if requested at any time by BUYER.

37.5. SUPPLIER shall ensure it meets the European Union (GDPR) mandatory data breach reporting requirements and ensure that it conducts background checks on all employment candidates, contractors and third parties in accordance with applicable laws, regulations and industry best practice.

37.6. SUPPLIER shall ensure it shall have in place a Data Loss Prevention (DLP) or extrusion prevention solution in place for all system interfaces with the Cloud provider.

37.7. BUYER shall have the right to audit the security management policies of SUPPLIER and its subcontractors and suppliers annually to confirm ISO 27001 certification or such other certification as BUYER finds acceptable to assess the adequacy of the security management policies in place. SUPPLIER shall, at its sole cost, use all reasonable efforts to assist BUYER in performing such audit. SUPPLIER shall ensure its data centres are audited for SSAE16/SOC2 and can provide copies of such report if requested by BUYER. BUYER may exercise its rights under this Clause using its own employees or duly authorised representative.

37.8. SUPPLIER shall have controls in place to prevent data leakage or intentional/accidental compromise. SUPPLIER shall promptly notify BUYER in writing of any act, omission, privacy breach, or potential issue which may have an adverse effect on the availability, confidentiality, or integrity of BUYER's data or information technology systems. In the event that such a situation arises, and the breach has impacted BUYER data, SUPPLIER shall expeditiously notify BUYER and cooperate fully with BUYER to resolve any potential or actual adverse effects.

37.9. SUPPLIER shall ensure that the WORK is performed in accordance with BUYER's global IT policies; Information Security Policy, IT Risk Management Policy, IT Disaster Recovery Policy and Identity and Access Management Policy, copies of which are available upon request.

38. SURVIVAL OF TERMS AND CONDITIONS

38.1. Such provisions of this PURCHASE ORDER as may be required to ensure that the parties hereto may fully exercise their rights and perform their obligations under the PURCHASE ORDER shall survive its termination or completion.

38.2. All indemnities given by either party shall survive completion, expiry or termination of the PURCHASE ORDER where any such liability, claim or cause of action arises out of or in consequence of any event occurring prior to completion, expiry or termination of the PURCHASE ORDER.