

These Terms and Conditions shall apply to all purchases of Goods and Services made by B.M.D. & Company Limited unless B.M.D. & Company Limited have expressly indicated and agreed that different Terms, Conditions or Contract shall apply to govern the purchase.

1 INTERPRETATION

The following rules and definitions apply in this Contract:

1.1 Definitions:

Buyer means B.M.D. & Company Limited.

Buyer's Data means any data including any Personal Data relating to staff, customers or suppliers of the Buyer, documents, drawings, diagrams, specifications, databases that are supplied to the Seller by or on behalf of the Buyer, or which the Seller is required to generate, process, store or transmit pursuant to this Contract.

Confidential Information has the meaning given in clause 8.

Contract means the Purchase Order and these terms and any amendment thereto which may be agreed in writing between the Buyer and Seller for the supply of Goods and/or Services.

CIP means the Carriage and Insurance Paid rule as per the Incoterms® 2020 Rules or any amendment thereto.

Delivery means delivering the Goods or performing the Services in accordance with the Purchase Order on Delivery Date and at the place of delivery.

Delivery Date means the date upon which the Good(s) are to be delivered or the periods over which the Services(s) are to be delivered, as the case may be.

DDP means the Delivery Duty Paid rule as per the Incoterms® 2020 Rules or any amendment thereto.

Force Majeure Event has the meaning given in clause 16.

Goods means all or any part of the goods and materials described in the Purchase Order to be delivered to the Buyer.

Intellectual Property Rights means all intellectual property of whatever nature anywhere in the world and the rights subsisting therein, including, without prejudice to the generality of the foregoing: discoveries; inventions; improvements; designs; processes; research; know-how; confidential and proprietary knowledge and information and any rights protecting same; works of authorship; computer software; databases; database rights; performances; trade or business names; domain names; patents, utility models and short term patents (and applications for same); trademarks and trade-mark applications; rights (registered or unregistered and applications for same) in any design; copyright (including rights in computer software and semi-conductor topographies); business goodwill and reputation and rights protecting same; rights of use of allocated telephone numbers and all intellectual property rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world.

Incoterms means Incoterms® 2020 Rules as published by the International Chamber of Commerce.

Buyer Policies means the Buyer's business policies given in clause 17.

Place of Delivery means such location for Delivery specified in the Purchase Order.

Price means the price payable by the Buyer for the Goods or Services, as specified in the Purchase Order.

Purchase Order means the purchase order issued to the Seller which states that it is subject to these Terms and the transaction details included therein and attached thereto.

Representatives means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

Seller means the person(s) or entity(ies) including permitted assigns with which the Buyer places the Purchase Order as identified in the Purchase Order.

Services means (a) in cases where this Contract relates to services, all of the services described in the Purchase Order to be Delivered by Seller; and (b) in cases where this Contract relates to the purchase of Goods by the Buyer, the installation or other services (if any) relating to the purchase and Delivery of such Goods as described in the Purchase Order.

VAT means value added tax under the Value Added Tax Consolidation Act 2010 (as amended) and any other tax of a similar nature.

2 ACCEPTANCE

2.1. These Terms and Conditions shall apply to all Contracts for the purchase of Goods and the supply of Services to the Buyer from the Seller to the exclusion of all other terms and conditions including any terms or conditions which the Seller may purport to apply under any sales offer. The Buyer hereby rejects any terms and conditions which may be provided by the Seller subsequent to the issue of the Purchase Order to the Seller.

- 2.2. Acceptance of a Buyer Purchase Order dispatch or delivery of the Goods and/or Services by the Seller to the Buyer shall be deemed to be conclusive evidence of the Sellers acceptance of these Terms and Conditions.
- 2.3. Any variation of these Terms and Conditions (including any special terms and conditions agreed between the Buyer and the Seller) shall be inapplicable unless agreed in writing by a duly authorised representative of the Buyer.
- 2.4. In the event of any conflict between the terms stated on the relevant Purchase Order and the terms and conditions herein, the terms stated on the Purchase Order will take precedence.

3 PRICE

- 3.1. The contract price shall be as agreed between Buyer and Seller and as stated on the Purchase Order and no variation in price or the method of payment specified in the Purchase Order will be accepted without the prior written approval of the Buyer.
- 3.2. Unless otherwise specified in writing, the Price is firm and fixed and not subject to any price adjustment or escalation formula to reflect variations in currency exchange rates, cost of labour, materials, overheads and/or any other expenses.
- 3.3. The contract price shall be taken to be in Euro unless specifically designated in writing and shall include all taxes and other impositions, costs, charges, insurance, expenses, tariffs and carriage of the Goods (including for the avoidance of doubt all transport charges) chargeable in respect of the Goods and/or Services by the Seller or any other person before delivery.
- 3.4. In the event that the Buyer makes any claim in connection with the Goods and/or Services provided by the Seller, the Buyer shall be entitled to withhold or deduct such amount as the Buyer deems appropriate from any amount then or subsequently to become due by the Buyer to the Seller and such amount withheld shall not become due until the resolution of such claim and then only in so far as it may exceed the amount of such claim.

4 PAYMENT

- 4.1. On completion of the works as specified in the Purchase Order, a representative of the Buyer shall certify that the Goods and/or Services have been delivered as specified in the Purchase Order. Upon receipt of such certification the Seller may submit an invoice in accordance with Clause 4.2 below notwithstanding that such certification shall not extinguish the Seller's liability for Goods and/or Services which have been supplied negligently or which are subsequently found to be defective or causes damage.
- 4.2. The Seller shall invoice the Buyer on delivery of the Goods and/or Services as specified in the Purchase Order.
- 4.3. Buyer shall pay correctly submitted invoices at the end of the month following the month of invoice.
- 4.4. If the Buyer disputes any invoice, the Buyer shall notify the Seller in writing specifying the reasons for disputing the invoice. The parties shall negotiate in good faith to attempt to resolve the dispute promptly; and if the parties have not resolved the dispute within 30 days of the Buyer giving notice to the Seller, the dispute shall be resolved in accordance with clause 24.

5 RISK & TITLE

- 5.1. Risk of loss and/or damage to the Goods shall rest with the Seller until the Goods are physically delivered to the Buyer's place of delivery as nominated by the Buyer.
- 5.2. The legal and beneficial ownership of the Goods and Services delivered shall pass to the Buyer on delivery of the Goods and/or Services. Rejected Goods shall be at the Sellers risk as soon as rejection is notified to the Seller, notwithstanding that same are in the Buyers possession.

6 SHIPMENT / DELIVERY

- 6.1. The Incoterms shall govern this Contract to the extent that this Contract specifies terms covered by Incoterms, provided that in the event of any conflict between this Contract and Incoterms, the terms of this Contract shall prevail.
- 6.2. The delivery date and shipping instructions shall be of the essence and the Buyer may reject Goods or Services not delivered on the relevant Delivery Date.
- 6.3. The Seller shall arrange the carriage of the Goods in accordance with CIP (Intercoms® 2020 Rules) to the Place of Delivery and is responsible for bearing the costs of carriage, export clearance and insurance for the buyer's risk of loss or damage to the Goods during carriage, and to pay the premium on any such insurance.
- 6.4. The Seller shall arrange the cost of carriage and bears all of the costs, charges, duties, expenses, insurances and tariffs involved in bringing the goods DDP to the place of delivery and is responsible for export and import clearance and all customs handling formalities.
- 6.5. The Seller shall ensure the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition and each delivery of the Goods is accompanied by a delivery note which

shows the Purchase Order number, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

- 6.6. The Seller shall deliver the Goods on the Delivery Date and during the Buyer's normal business hours as instructed by the Buyer in the Purchase Order or as otherwise agreed in writing.
- 6.7. The Seller shall not deliver the Goods in instalments without the Buyer's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Seller to deliver any one instalment on time or at all, or any defect in an instalment shall entitle the Buyer to the remedies set out in clause 7.
- 6.8. If the Seller fails to deliver all of the Goods and/or the Services in accordance with the Purchase Order on the Delivery Date, then without prejudice to the Buyers rights for the breach of contract the Buyer may terminate the order.
- 6.9. Where delivery of a quantity of the Goods which correspond to the order has been tendered but is less than the agreed quantity and the Buyer has not exercised its right of termination under clause 6 the Buyer may accept the Goods which correspond to the order and recover for the Sellers breach in respect of the failure to deliver the remainder of the Goods.
- 6.10. Receipt of deliveries or payment for Goods or services delivered hereunder shall not constitute acceptance. The signature of the Buyers receiving clerk is for count of original packages only and not for correct weight or count, quantity or condition of contents. Buyer retains the right to inspect the Goods or Services performed which are in Buyers judgement defective. Goods rejected by Buyer and Goods supplied in excess of quantities ordered may be returned at Sellers expense. In the event of receipt of Goods whose defect or nonconformity is not apparent on examination resulting in deterioration of the Buyers finished product the Buyer reserves the right to require the replacement as well as payment of any resulting damages.
- 6.11. The Buyer may postpone delivery by notice given to the Seller at any time before delivery.
- 6.12. The Buyer in accordance with clause 18 may terminate this Contract at any time before all of the Goods and/or Services are delivered by giving written notice to the Seller. On giving such written notice the Seller:
 - 6.12.1. Shall cease to be bound to deliver and the Buyer shall cease to be bound to receive delivery of any further Goods or Services;
 - 6.12.2. The Buyer shall cease to be bound to pay that part of the price which relates to Goods or Services which have not been delivered;
 - 6.12.3. The Buyer shall not be liable for any loss or damage whatever arising from such cancellation.

7 BUYER REMEDIES

- 7.1. If the Goods, including repaired or replacement are not delivered on the Delivery Date, or do not comply with the conditions and warranties set out in clause 13, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Buyer may exercise any one or more of the following rights and remedies:
 - 7.1.1. to terminate the Contract;
 - 7.1.2. to reject the Goods (in whole or in part) and return them to the Seller at the Seller's own risk and expense;
 - 7.1.3. to require the Seller to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - 7.1.4. to refuse to accept any subsequent delivery of the Goods which the Seller attempts to make;
 - 7.1.5. to recover from the Seller any costs incurred by the Buyer in obtaining substitute goods from a third party; and
- 7.2. The Buyer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

8 CONFIDENTIALITY

- 8.1. Confidential information means all confidential information (however recorded or preserved) disclosed by the Buyer or its Representatives (as defined below) to the Seller and the Seller's Representatives whether before or after the date of the Purchase Order in connection with the Purchase Order including but not limited to the existence and terms of this Contract; any information that would be regarded as confidential by a reasonable business person relating to the business, customers, clients, suppliers, plans, intentions, or market opportunities of the Buyer; the operations, processes, product information, know-how, designs, trade secrets or software of the Buyer; any information developed by the parties in the course of carrying out this Contract.
- 8.2. The Seller undertakes that it shall not at any time disclose to any person any Confidential Information except as permitted clause 8.3.

- 8.3. The Seller shall not use the Buyer's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

9 INTELLECTUAL PROPERTY

- 9.1. The Seller shall not cause or permit anything which may damage or endanger the Intellectual Property or other property of the Buyer, or the Buyer's title to it or assist or allow others to do so.
- 9.2. Nothing in this Contract or in the Seller's status as a Seller shall grant the Seller any right or licence to any copyright, trade secret, or other Intellectual Property owned by the Buyer.
- 9.3. The Seller agrees to return all physical or secret or confidential Intellectual Property furnished to Seller by Buyer or Buyers agents in connection with the execution and filling of this Contract and the Seller further agrees not to disclose to or use such property for the benefit of any third party.
- 9.4. The Seller warrants that the Goods sold hereunder and every element thereof, the method of manufacture thereof, and the use of the Goods in the customary manner or in the manner suggested or recommended by the Seller or any manner intended by the Buyer which is known to the Seller do not infringe any Irish, European Community or other trademark, patent or copyright and agrees to indemnify and hold harmless the Buyer and the Buyers employees against any damages, liability, cost or expense resulting from any claim or proceedings alleging such infringement Provided the Buyer gives the Seller notice thereof, where upon the Seller shall be obliged to enter and defend, settle or otherwise terminate such claim or proceeding at its expense.

10 DATA PROTECTION

- 10.1. In this Contract "Data Protection Law" means all applicable data protection law including, the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018; and the terms 'personal data', 'process', 'controller', 'processor' and 'data subject' shall have the meanings given to them under Data Protection Law.
- 10.2. The Seller acknowledges that in performing its obligations, the Seller may process personal data on behalf of the Buyer. In such circumstances, the Seller acknowledges that the Buyer is the controller and the Seller is a processor, and the Seller will adhere to their obligations under the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018.

11 INSPECTION & TESTING

- 11.1. If the Seller is the manufacturer, the Seller hereby grants the Buyer the right to qualify and audit the Seller. If the Seller is a distributor/agent, the Seller hereby agrees to use commercially reasonable efforts to have the manufacturer grant the Buyer the right to qualify and audit the manufacturer.
- 11.2. The Buyer may at all reasonable times during manufacture, access and inspect any of the Sellers premises or that of its Representatives in order to verify that the manufacture and workmanship of all Goods to be supplied by the Seller are in accordance with this Contract.
- 11.3. If any item is being manufactured on another premises, the Seller shall obtain permission for the Buyer to inspect and shall give to the Buyer reasonable notice of the dates and the place at which the Goods will be ready for testing and shall at the Sellers expense give the Buyer all assistance as may be reasonably necessary to carry out the testing effectively. Such inspection or testing shall not relieve the Seller from its obligations under the Contract for the supply of Goods and Services whether statutory or otherwise.
- 11.4. If the Buyer is not reasonably satisfied that the Goods or their manufacture or processing comply in all material respects with the Contract the Seller without extra cost to the Buyer shall take all steps necessary to ensure due compliance.

12 PACKAGING, IMPORT & EXPORT

- 12.1. The Seller shall comply with the specifications and all applicable standards and legal and regulatory requirements concerning the design, manufacture, processing storage, testing and packaging of the Goods.
- 12.2. The Goods shall be marked in accordance with the Buyers instructions or the Buyers specifications and all lawful requirements and shall be properly packed and secured for delivery to the Buyer in an undamaged condition.
- 12.3. If the Seller is to export the Goods into the Republic of Ireland the Seller shall promptly obtain all necessary export and import licences, clearances and other consents necessary for the export and supply of the Goods.
- 12.4. The Seller shall ensure that any materials required by the Purchase Order that are deemed hazardous will be packaged, marked and shipped by the Seller in a manner which complies with all regulations governing the transport, packaging and supply of such hazardous materials.
- 12.5. The Seller shall ensure that the Goods and all Wooden Packaging Materials delivered with the Goods including wooden pallets and crates are fully compliant with the requirements of the ISPM 15 and in particular with the requirements specifically relating to delivery of such products into the Republic of Ireland as per the Council

Directive 2000/29/EC (as amended by Directive 2004/102/EC and Directive 2005/15/EC) and the Plant Health law (Regulation (EU) 2016/2031).

13 WARRANTY

- 13.1. All representations, statements or warranties made or given by the Seller, its servants and agents (whether orally, in writing or in any of the Sellers brochures, catalogues or advertisements) regarding the quality and fitness for purpose of the Goods and/or Services shall be deemed to be an express condition of the Contract.
- 13.2. In addition to any warranty implied by fact or law the Seller expressly warrants all Goods and Services supplied to Buyer to be free from defects in design workmanship and materials, to conform strictly with applicable specifications, standards, drawings, approved samples and other descriptions if any, and to be fit and sufficient for the purposes intended and to be of merchantable quality and of good material and workmanship. Such warranties together with all other service warranties of the Seller shall be for the benefit of the Buyer, its successors, assigns and customers. All warranties shall survive inspection, test, acceptance and payment by the Buyer. The Buyer shall have the option to return for credit or require prompt correction or replacement of the defective or non-conforming Goods or to cover and receive payment therefore as of the time the Buyer establishes the Seller will not satisfactorily cure the non-conforming tender.
- 13.3. The Seller warrants that it has the right to sell the Goods, that the Goods are free from any charge or encumbrance in favour of any third party, that the Buyer shall enjoy quiet possession of the Goods and without effecting the generality of the foregoing, that the Buyer shall have the right to use the Goods for any purpose, of which the Seller is or should reasonably be aware of without interference from any third party.

14 INDEMNIFICATION

- 14.1. The Seller shall indemnify the Buyer against all claims made against the Buyer arising out of any breach whatever by the Seller of the Contract due to want of merchantability, quality or lack of fitness for purpose of the Goods or any of the Goods and without prejudice to the other rights of the Buyer for breach by the Seller. Where any of the Goods supplied to the Buyer are not in accordance with the Contract, the Seller shall at the option of the Buyer forthwith upon notice being given either repair or replace such Goods. If it is necessary to open up or dismantle any other works or assemblies to permit such repair or replacement, then the Seller shall bear the cost (direct and indirect) of such opening up or dismantling and of reassembly and making good after repairs, replacements and testing of such Goods being completed to the Buyer's reasonable satisfaction.
- 14.2. The Seller shall keep the Buyer indemnified against all liabilities, costs, expenses, damages and losses including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by the Buyer as a result of or in connection with:
 - 14.2.1. any claim made against the Buyer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the manufacture, supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Seller, its employees, agents, representatives or subcontractors;
 - 14.2.2. any claim made against the Buyer by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Seller, its employees, agents, representatives or subcontractors; and
 - 14.2.3. any claim made against the Buyer by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Seller, its employees, agents, representatives or subcontractors.
- 14.3. This clause 14 shall survive termination of the Contract.

15 INSURANCE

- 15.1. During this Contract and for a period of one year afterwards, or such other period as specified in the Purchase Order, the Seller shall maintain in force the following insurance policies with reputable insurance companies:
 - 15.1.1. public liability insurance with a limit of indemnity of at least €6.5 million per claim or series of claims arising from one event and unlimited in the aggregate;
 - 15.1.2. product liability insurance with a limit of at least €6.5 million for claims arising from a single event or series of related events in a single calendar year;
 - 15.1.3. employer's liability insurance with a limit of at least €13 million for claims arising from a single event or series of related events in a single calendar year;
- 15.2. The Seller's liabilities under this Contract shall not be deemed to be released or limited by the Seller taking out the insurance policies referred to in clause 15.1.

16 FORCE MAJEURE

- 16.1. Neither party shall be liable for a failure or delay in performing any of its obligations hereunder, if the failure or delay is occasioned by an event beyond the reasonable control of such party, including but not limited to fire, explosion, flood, war, act of terrorism, act of God, accident, national labour dispute, suspension of operations or works, epidemic or pandemic, Nuclear or biological contamination, government action, riot or rebellion (such circumstances to be "Force Majeure").
- 16.2. If the Seller is or will be prevented from performing any of its obligations under the Contract by Force Majeure, then it shall give notice to the Buyer of the event or circumstances constituting the Force Majeure. The notice shall be given within 7 days after Seller became aware, or should have become aware of the event or circumstance constituting Force Majeure.
- 16.3. Each party shall at all times use all reasonable endeavours to minimise any delay in the performance of the Services as a result of Force Majeure.
- 16.4. Each Party shall bear its own costs due to the Force Majeure occurrence and no compensation shall be owed to either party for the period of Force Majeure.

17 COMPLIANCE WITH RELEVANT LAWS AND POLICIES

- 17.1. In performing its obligations under the Contract, the Seller shall comply with all applicable laws, statutes, regulations, codes and Buyer Policies from time to time in force.

18 TERMINATION

- 18.1. The Buyer shall have the right in its absolute discretion and without having to give any reasons or adopt any procedure at any time by giving notice in writing to the Seller to terminate any contracts forthwith in any of the following events:
 - 18.1.1. if the Seller breaches any term of this Contract,
 - 18.1.2. if the Seller enters into liquidation whether compulsorily or voluntarily,
 - 18.1.3. the Seller suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business
- 18.2. Termination or expiry of the Contract, however arising, shall not affect any of the Buyer's rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

19 CONSEQUENCES OF TERMINATION

- 19.1. On expiration of any contract or in case of cancellation or termination for any reason, the Seller shall immediately cease and refrain from exercising all rights granted to the Seller under any contract, and immediately return to the Buyer, Buyer's Data or otherwise dispose of as the Buyer directs. If the Seller fails to do so, then the Buyer may enter the Seller's premises and take possession of them.

20 ASSIGNMENT AND OTHER DEALINGS

- 20.1. The Contract, the work required to be done hereunder and any payments to be made hereunder may not be assigned, transferred, mortgaged, delegated or sub-contracted by the Seller without Buyers prior written approval.

21 ENTIRE CONTRACT

- 21.1. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements/contracts, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22 VARIATION

- 22.1. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Buyer.

23 WAIVER

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

24 DISPUTE RESOLUTION

- 24.1. Any controversy or claim arising out of or in connection with this Contract shall be settled by arbitration. The place of arbitration shall be Dublin, Ireland. The language to be used in the arbitral proceedings shall be English. The Arbitration Tribunal shall consist of a single arbitrator appointed by agreement between the parties or, failing agreement between the parties within 30 days after a request for arbitration is made by any party, appointed on the application of any party by the Chairman for the time being of the Law Society of Ireland.

25 SEVERANCE

- 25.1. If a Court of competent jurisdiction finds any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract which will continue in full force and effect.

26 NOTICES

- 26.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be either delivered in person, via registered post, or sent to the email address specified on the Purchase Order.

27 GOVERNING LAW

- 27.1. This Contract and any dispute or claim, including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the laws of Ireland (excluding Northern Ireland).

28 BREXIT

- 28.1. The Seller shall take proactive measures to minimize and mitigate all risks of delays, costs, and shall ensure compliance to European Legislation arising out of a UK Withdrawal, these steps include but are not limited to:
- 28.1.1. Avoiding use of UK as a route for imports from within the EU,
 - 28.1.2. Ensuring Seller has current and relevant certification with an EU 27 Notified Body,
 - 28.1.3. Appoint a competent person as Customs clearing agent,
 - 28.1.4. All costs, including but not limited to logistics, customs agents, duties and tariffs, storage, recertification, CE Marking arising out of Brexit are the sole responsibility of the Seller.

29 ANTI-BRIBERY AND CORRUPTION POLICY

- 29.1. The Seller will comply with all applicable laws, which prohibit corrupt offers of anything of value, either directly or indirectly to any employee, director, government official, agent or connected party to obtain or retain business or gain any improper commercial advantage.
- 29.2. The Seller declares that to its knowledge, directors, employees, agents and anyone performing the works for or on behalf of the Buyer pursuant to the Contract do not and will not directly or indirectly offer, give, solicit, or accept the giving of money or anything else of value or grant any advantage to any person, whatsoever, for the purpose of corruptly influencing such person in their official capacity, or for the purpose of rewarding or inducing the improper performance of a relevant function or activity by any person in order to obtain or retain any business for the Buyer or to gain any advantage in the conduct of business for Buyer.

30 MODERN SLAVERY AND HUMAN TRAFFICKING POLICY

- 30.1. In performing its obligations under the Contract, the Seller shall and shall ensure that each part of its supply chain (a) complies with all applicable laws, statutes, regulations in force from time to time including but not limited to the Modern Slavery Act 2015; and (b) take reasonable steps to ensure that there is no modern slavery or human trafficking in the Suppliers or subcontractors supply chains or in any part of their business
- 30.2. The Seller represents and warrants that: (a) neither the 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) having made reasonable enquiries, to the best of its knowledge, 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.