

GENERAL TERMS & CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

1. Definitions

- (a) "the Buyer" means Equipmake Limited;
- (b) "the Contract" means the Order and these terms and conditions between the Buyer and the Supplier for the supply and acquisition of the Services and/or the Goods;
- (c) "the Goods" means goods described in the Order or otherwise supplied in connection with the Services, including, without limitation, the Software and the Media;
- (d) "Group" means any subsidiary or holding company of the Buyer and any subsidiary of such holding company.
- (e) "the Material" means all and any drawings, specifications (including the Specifications) and other information and materials, including without limitation, software and media of the Buyer relating to the Contract;
- (f) "the Media" means media on which the Software is recorded and provided to the Buyer by the Supplier;
- (g) "the Order" means the written purchase order placed by the Buyer for the performance of the Services and/or the supply of the Goods;
- (h) "the Services" means the services described in the Order;
- (i) "the Software" means the software specified in the Order or which otherwise forms part of the Goods;
- (j) "the Specifications" means the technical or other requirements (if any) for the Services and/or the Goods contained or referred to in the Order;
- (k) "the Supplier" means the person, firm or company with whom the Order is placed by the Buyer.

2. Quality and Description

- 2.1 Without prejudice to any other rights the Buyer may have, the Supplier warrants to the Buyer that: (a) the Goods will:
- (i) conform as to the quantity, quality and description with the particulars stated in the Contract.
 - (ii) without prejudice to condition 2.1 (a) (i) above) be of satisfactory quality and fit for the purpose held out by the Supplier or made known to it either expressly or by implication by the Buyer.
 - (iii) comply in all respect with the relevant Specifications.
 - (iv) be capable of any standard of performance specified in the Contract.
 - (v) comply with all statutory requirements and regulations relating to the manufacture and sale of the Goods at the time when the same are supplied.
 - (vi) be to the reasonable satisfaction of the Buyer.

- (b) the Services will be performed:
 - (i) in compliance with the Specifications and the Buyer's Health and Safety at Work policy (a copy of which is available upon request);
 - (ii) in compliance with all the statutory requirements and regulations relating to the performance of the Services at the time of performance.
 - (iii) by appropriately qualified and trained personnel.
 - (iv) with all due care and diligence and to the highest standard of quality prevailing in the industry at the time of performance; and
 - (v) to the reasonable satisfaction of the Buyer.

3. Delivery and Performance

- 3.1 The Goods shall be delivered, and the Services shall be performed by the Supplier at the time or within the period specified in the Contract and delivered to or performed for the Buyer at the address set out at the head of the Order or at such other destination as may be specified in the Contract and in the manner specified in the Contract. The Supplier shall supply the Buyer in good time with any instructions and other information required to enable the Buyer to accept delivery of the Goods and the performance of the Services. The time of performance of the Services and delivery of the Goods shall be of the essence of the Contract. If the Goods are to be delivered and/or the Services are to be performed by instalments, the Contract shall be treated as a single Contract and not severable. The Goods shall be properly packed and secured in such manner as to reach their destination in good condition having regard to the nature of the Goods and the other circumstances of the case.

4. Buyer's Material

- 4.1 The Material shall be treated by the Supplier as strictly confidential and the Supplier and its officials and employees shall not at any time disclose the Material or any of it to any third party, or make any use of any of it (otherwise than to perform its obligations hereunder), without the Buyer's prior written consent provided that the obligations of this condition shall not extend to any information which is or becomes generally available to the public other than as a result of breach by the Supplier of its obligations hereunder or of any other duty of confidence.

- 4.2 At the Buyer's request, which it may make at any time, the Supplier shall promptly return the Material (together with all copies thereof and any other documents in its possession or control which contain any Material) to the Buyer.

- 4.3 The Material, together with all intellectual property rights of whatever nature subsisting therein or relating thereto which the Buyer permits the Supplier to use for the purposes of performance of the Services and/or supply of the Goods shall remain the Buyer's property at all times and shall be used only for the purpose of performing the Services for the Buyer and supplying the Goods to the Buyer.

- 4.4 The Buyer shall own absolutely, and the Supplier hereby assigns to the Buyer with full title guarantee free from encumbrances and licenses, and for no additional remuneration, all the right title and interest in and to all the intellectual property rights throughout the world subsisting in or relating to Goods created specifically for the Buyer in so far as they are designed created or otherwise developed by or for the Supplier pursuant to the Contract (including, without limitation patents, copyright, design rights, registered designs, trademarks, service marks and know-how) ("the Intellectual Property Rights")

- 4.5 The Supplier shall at the Buyer's request from time to time (and notwithstanding the termination of the Contract) sign and execute and procure the signature and execution of all such documents and do all such acts and things and provide such information and assistance as the Buyer may reasonably require for the purposes of obtaining or confirming to the Buyer all rights in and full title to the Intellectual Property Rights or any of them, and for the purpose of asserting protections or defending any of them.

- 4.6 The Supplier shall not incorporate or include in the Services or Goods anything or material whose use requires the consent or licence of a third party, without the written consent of the Buyer. Where such consent is given, and without prejudice to condition 4.4, the Supplier shall procure that it obtains all consents or licences necessary from third parties in writing to use any intellectual property rights owned by a third party in connection with the performance of the Services and the supply and use by the Buyer or those claiming through the Buyer of the Goods or any of them as they may see fit anywhere in the world. The Supplier shall provide the original of all such consents to the Buyer upon delivery of the Goods (or relevant part of them).

5. Passing of Property

- 5.1 Risk of damage to or loss of the Goods shall pass to the Buyer on delivery to the Buyer in accordance with this Contract.

- 5.2 The property in the Goods shall pass to the Buyer at the latest on the date of notification by the Supplier that the Goods are due and ready for delivery but without prejudice to:

- (a) the passing of property at an earlier time under any statute or rule of law.
- (b) any right of rejection which may accrue to the Buyer under these conditions or otherwise.

6. Rejection

- 6.1 Without prejudice to any other of its rights, the Buyer may by notice in writing to the Supplier reject all or any of the Goods if the Supplier fails to comply with any of its obligations under this Contract.

- 6.2 The Buyer shall not be deemed to have accepted the Goods until the Buyer has had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

- 6.3 If the Buyer notifies the Supplier that it rejects the Goods it shall specify in such notice the reasons therefor and the Supplier shall, at the Buyer's option:

- (a) at the Supplier's expense re-perform such of the Services as may be necessary in order to supply replacement Goods which are in all respects in accordance with the Contract and supply replacement Goods to the Buyer and credit the Buyer with the price of the Goods which have been rejected and the price of the Services which were performed in connection with the creation of such Goods; and
- (b) reimburse all freight and handling costs reasonably incurred by the Buyer and/or for which it may be liable in respect of such Goods.

7. Price and Payment

- 7.1 The price of or rates specified on the Order for the performance of the Services and/or supply of the Goods shall be fixed and shall be exclusive of VAT and inclusive of all disbursements and costs of performance including, without limitations costs of obtaining any licences and consents from any third parties in accordance with condition 4.4 and condition 4.6

- 7.2 Payment shall be made after performance of the Services and/or supply of the Goods within 30 days from the end of the month in which the relevant invoice is raised and payment shall only be made on production of a VAT invoice together with a copy of the relevant purchase order attached.

8. Termination

- 8.1 The Buyer may terminate the Contract forthwith at any time by notice in writing and the Buyer shall pay the Supplier a fair and reasonable price for Services performed and Goods supplied up to the date of termination.

- 8.2 The Buyer may terminate the Contract by notice in writing with immediate effect without compensation to the Supplier if:

- (a) the Supplier commits a breach of the Contract, which is not capable of remedy or, if capable of remedy, is not remedied within 14 days (or such shorter period as the Buyer may impose upon the Seller taking into account the nature of the breach) of a notice from the Buyer specifying the breach and requesting it to be remedied; or
- (b) the Supplier, being an individual (or when the Supplier is a firm any partner in the firm) shall at any time become apparently insolvent, or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors or if, the Supplier being a company, a meeting is convened or resolution passed or a petition is presented to wind up the Supplier or if a receiver, administrative receiver or administrator or similar official is appointed of the whole or any part of the assets or undertaking of the Supplier; or
- (c) any of the employees of the Supplier which the Buyer specifies at the time of placing the Order are key employees for the purposes of the performance of the Services or production of the Goods cease to be employed by the Supplier; or
- (d) without prejudice to condition 8.2(a), the Supplier breaches its obligations pursuant to condition 2.1 or condition 11.

- 8.3 The exercise of any of the rights granted to the Buyer under this condition 8 hereof shall not prejudice or affect any right of action or remedy which may have already accrued or may accrue thereafter to the Buyer.

9. Undertaking

- 9.1 Without prejudice to any other remedies of the Buyer, the Supplier undertakes that it shall forthwith upon a request from the Buyer so to do:

- (a) re-perform any Services found to have been performed defectively within 12 months of the date of performance; and
- (b) replace or (at the Buyer's option) repair all Goods which are or become defective during the period of 12 months from the date of delivery where the defect occurs under proper usage and is due to defective performance of the Services or to faulty design or inadequate or faulty materials or workmanship, the Supplier's erroneous instructions as to use, erroneous data or any breach by the Supplier of any provision of the Contract.

- 9.2 The Buyer may treat the Contract as discharged by the Supplier's breach (which includes any failure of the Services and/or Goods to meet the Contract requirements following re-performance and/or delivery of replacement Goods) and require the repayment of any part of the price which has been paid.

10. Indemnity

- 10.1 The Supplier shall indemnify the Buyer and keep the Buyer fully and effectively indemnified from and against all actions, suits, claims, demands, liabilities, costs, charges, damage, losses and expenses (including without limitation relating to public and product liability) suffered or incurred by the Buyer and/or for which it may be liable to any third party due to, arising from or in connection with:

- (a) the negligent or wilful acts or omissions of the Supplier, its servants, agents or contractors in supplying, delivering and/or installing the Goods and/or performing the Services;
- (b) the breach of any provision of the Contract by the Supplier;
- (c) any infringement or alleged infringement anywhere in the world of any patent, copyright, registered design, design right, trademark, trade name or other intellectual property right or any misuse or alleged misuse of any confidential information in respect of any of the Goods or Services or their use by the Buyer or any person claiming through the Buyer unless such infringement has occurred directly as a result of any specification supplied by the Buyer.

11. Anti-Corruption

- 11.1 The Supplier shall:
- (a) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements).
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
 - (c) have and shall maintain in place throughout the term of the Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and condition 11.1(b), and will enforce them where appropriate.
 - (d) promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract.
 - (e) if requested to do so by the Buyer, certify to the Buyer in writing signed by an officer of the Supplier, compliance with this condition 11 by the Supplier and all persons associated with it under condition 11.2. The Supplier shall provide such supporting evidence of compliance as the Buyer may reasonably request.

11.2 The Supplier shall ensure that any person associated with the Supplier who is providing the Goods or performing the Services in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this condition 11 (Relevant Terms). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the Buyer for any breach by such persons of any of the Relevant Terms.

11.3 For the purpose of this condition 11, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any

11.4 guidance issued under section 9 of that Act), and section 8 of that Act respectively. For the purposes of this condition 11 a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

12. General

12.1 The Supplier acknowledges and undertakes that it shall not carry out any work for or on behalf of, or in any way assist, or be involved with any competitor of the Buyer or any company within the same Group as the Buyer during the term of the Contract or otherwise when engaged with or on behalf of the Buyer.

12.2 The Supplier shall not without the Buyer's prior written consent assign or transfer the Contract or any of its rights or obligations thereunder to any other person, firm or company.

12.3 The Buyer shall not be liable to the Seller or be deemed to be in breach of contract by reason of any delay in performance or any failure to perform any of its obligations in relation to the Services and Goods, if the delay of failure was beyond its reasonable control. If the cause of such suspension shall continue for more than one month, either party shall have the right to terminate the Contract upon giving not less than seven days' prior written notice to the other and the only liability of the Buyer shall be to pay the Supplier for Services performed and goods delivered prior to the date of such suspension.

12.4 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England. The parties irrevocably agree that the English Courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

12.5 Notice given under or pursuant to the Contract may be sent by hand or by post or by registered post or by recorded delivery services or transmitted by fax and if so sent transmitted to the address of the other party stated on the Order or to such other address as the party may by notice to the other have substituted therefor, shall be deemed effectively given on the day when in the ordinary course of business it would first be received by the addressee in normal business hours.

12.6 No failure or delay by the Buyer to exercise any of the rights under these conditions shall operate as a waiver thereof and shall in no way affect the Buyer's right to enforce such provision later.

12.7 Should any of the provisions of the Contract be void or voidable the existence or consideration thereof shall not prejudice the enforceability of the remaining provisions hereof.