



**2022 GENERAL PURCHASE CONDITIONS (“GPCs”) FOR GOODS AND/OR SERVICES- UK  
FOR CRH GROUP PROCUREMENT SERVICES LTD**

**1. Definitions**

1.1. In these general terms and conditions for the purchase of goods and/or services the following definitions apply:

Affiliate/ s	in relation to CRH Group Procurement Services Limited, its parent company CRH plc or any company which is directly or indirectly controlled by, or under direct or indirect common control with CRH plc at the relevant time and any other company as may be agreed between the Parties
Agreement	any agreement concluded between the Contracting Party and/or its Affiliate(s) relating to the purchase of Goods and/or Services, including, but not limited to, a framework agreement, a services agreement and/or a Purchase Order
Contracting Party	CRH GROUP PROCUREMENT SERVICES LIMITED (registered number 19458), which has its registered office at 42 Fitzwilliam Square West, Dublin 2, Ireland or any of its Affiliates, that is defined as such in a Purchase Order or other Agreement.
General Purchase Conditions or “GPCs”	These 2022 GENERAL PURCHASE CONDITIONS FOR THE PURCHASE OF GOODS AND/OR SERVICES OF CRH GROUP PROCUREMENT SERVICES LIMITED
Goods	Any tangible objects which the Supplier is to supply to the Contracting Party and/or Affiliate;
Intellectual Property rights	all rights of intellectual property, including but not limited to copyright, (un)registered trademarks, trade names and service marks, patents, sui generis database rights, domain names, rights to knowhow and all related rights
Parties	the Contracting Party or any of its Affiliates and the Supplier or any of its Supplier Affiliates that is party to the relevant Agreement
Personal Data	personal data as defined by applicable law relating to the Contracting Party’s employees and the employees of any third party engaged by the Contracting Party and/or Affiliate under the Agreement.
Purchase Order	The standard Contracting Party’s document which may include or have attached to it a statement of work describing the Goods and/or Services to be provided by the Supplier, the term of payment and which provides a maximum value payable by the Contracting Party to the Supplier
Services	any work that is to be carried out by the Supplier for the Contracting Party and/or Affiliate
Supplier	any contracting party to the Contracting Party and/or Affiliate, as well as any of such Supplier’s employees and/or subcontractors or agents engaged by the Supplier for the purposes of supplying Goods and/or Services to the Contracting Party and/or Affiliate
Supplier Affiliate/s	Any affiliates of Supplier which are directly controlled by Supplier

**2. Scope of application**

- 2.1. These GPCs shall apply exclusively to the purchase of Goods and supply of Services and shall be deemed incorporated into any Agreement, all requests, offers, order confirmations, Purchase Order, other legal relationships and any other acts to the Contracting Party and/or Affiliate(s) by the Supplier and/or Supplier Affiliate(s).
- 2.2. All Agreements and/or Purchase Orders shall be subject to and be deemed to incorporate these GPCs. In the event of any conflict between the provisions of these GPCs and an Agreement and/or Purchase Order, the Agreement and/or Purchase Order shall prevail over the GPCs.
- 2.3. The Contracting Party may amend these GPCs from time to time. Any amendment shall come into effect thirty (30) days after the Contracting Party notifies the Supplier in writing of such amendment.
- 2.4. The Supplier shall be deemed to have accepted these GPCs upon receipt by it of an Agreement and/or Purchase Order from the Contracting Party and/or Affiliate. Any additional terms proposed by the Supplier, whether

orally or in writing shall be deemed rejected by the Contracting Party and/or Affiliate and shall not form part of any agreement between the Parties.

- 2.5. Any reference in these GPCs to:
  - “Contracting Party”, shall also, where the context requires, (either by a signed Purchase Order or other Agreement), be a reference to Affiliate; and
  - “Agreement”, shall also, where the context requires, be a reference to a Purchase Order (except for clause 3 and clause 4.1 and 4.2).
- 2.6. Any (general) terms and conditions of the Supplier and/or Supplier Affiliate are explicitly excluded and shall not apply between the Parties unless otherwise agreed by the Parties in writing.

**3. Validity of offer and conclusion of Purchase Order**

- 3.1. Any offer made by the Supplier shall be irrevocable for a period of three (3) months after it is received by the Contracting Party, unless the Parties expressly agree a different period in writing. In the case of a tendering process, this period shall commence on the date on which tenders close.
- 3.2. Any offer by the Supplier shall be accepted by the Contracting Party by means of a Purchase Order signed in writing by an authorised representative or via the purchaser’s digital ordering system of the Contracting Party.
- 3.3. In the event that the Supplier does not make an offer to the Contracting Party and/or Affiliate, a Purchase Order shall come into effect by virtue of the Contracting Party placing a Purchase Order with the Supplier in accordance with the framework agreement.
- 3.4. In the event that the Supplier discovers an error or discrepancy in a Purchase Order, it shall immediately notify the Contracting Party of such fact and request clarification before it proceeds with execution, production or supply of any Goods and/or Services.
- 3.5. As long as the Supplier has not commenced work on a Purchase Order placed by the Contracting Party, the latter may cancel or amend that Purchase Order free of charge at any time.

**4. Supplier Sustainability, Legal and Risk Requirements**

- 4.1. The Supplier shall support and commit to the highest ethical, legal, and moral standards as set out in the “[Supplier Code of Conduct](#)” (click on link) and shall otherwise comply with the terms thereof. Supplier shall comply and register with the relevant assurance processes as required by the Contracting Party before the first invoice, as set out in this [link](#) ([www.beroeinc.com/kys/crh-enterprise/](http://www.beroeinc.com/kys/crh-enterprise/)).
- 4.2. The Supplier shall comply with all relevant regulations, rules and laws relating to human rights (including section 1502 of the Dodd-Frank Act), health, safety and the environment and anti-bribery, anti-corruption, (including the UK Bribery Act 2010 and The US Foreign Corrupt Practices Act, where applicable) anti-slavery (including the Modern Slavery Act 2015), economic sanctions, anti-money laundering and US, EU and UK trade sanctions requirements.
- 4.3. If the Supplier processes personal data under or in connection with the Agreement, the Supplier shall comply with all privacy and data protection laws and regulations applicable to its Goods and Services, such as, but not limited to, General Data Protection Regulation (EU) 2016/679 (GDPR), the EU e-Privacy Directive 2002/58/EC, the UK General Data Protection Regulation, the UK Data Protection Act 2018.
- 4.4. Supplier shall indemnify the Contracting Party for any costs, damages and/or loss arising out of an identified breach of this clause 4.

**5. Supplier’s obligations**

- 5.1. The Supplier’s obligations shall include, without limitation:
  - a. ensuring that Goods are delivered and Services are provided in accordance with the relevant Agreement and/or Purchase Order and any applicable specifications and using the best professional standards such as workmanship and proper materials;
  - b. keeping proper records in respect of every Purchase Order so that they are capable of being audited by the Contracting Party;
  - c. carrying out any directions, instructions and/or orders lawfully issued by the Contracting Party;

- d. ensuring strict compliance with all laws applicable to the Supplier's personnel who are employed and/or engaged for the purpose of the relevant Purchase Order;
  - e. ensuring that the agreed work continues in the event that any personnel deployed by the Supplier are sick, on holiday leave or are absent for any other reason. The Supplier shall ensure sufficient personnel are deployed at all times for the purposes of carrying out all of the relevant work;
  - f. maintaining all the licenses, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement;
  - g. taking out required insurances and insuring the Supplier's equipment and materials in its own name.
- 5.2. The Supplier shall familiarise itself with any policies and procedures provided by the Contracting Party and shall make sure all relevant employees, subcontractors and/or agents are made aware of the Supplier's obligations under these GPCs.
- 5.3. Furthermore, the Supplier shall also have a duty to adopt all possible precautionary measures to prevent any injury to people and/or damage to property. In the event that the Supplier fails to comply with any directions and/or rules (concerning safety or otherwise), the Supplier shall indemnify the Contracting Party for any costs, damages and/or loss arising as a result of such failure and the Contracting Party may deny the relevant staff member further access to any of its premises.
- 6. Time of supply of Goods and provision of Services**
- 6.1. Supply of Goods and/or the provision of the Services must commence at the time stipulated in the relevant Agreement, and must comply with an agreed schedule to be provided by the Contracting Party.
- 6.2. As soon as the Supplier knows or anticipates that Goods will not be delivered punctually or in accordance with an agreed schedule and/or that it will not be possible to provide the Services in a timely fashion, it shall notify the Contracting Party of this in writing immediately, setting out the details relating to the delay. Such notice shall not affect the Supplier's obligation to comply with the relevant Agreement.
- 6.3. The Contracting Party reserves the right to change the order or sequence in which the Goods and/or Services are to be supplied in accordance with an Agreement.
- 7. Delivery of Goods**
- 7.1. Delivery of Goods by the Supplier shall be DDP (Delivered Duty Paid based on Incoterms 2020) unless agreed otherwise in writing between the Parties.
- 7.2. The agreed delivery date shall be as stated in the relevant Agreement and time is of the essence for delivery. In the event that the Supplier fails to meet the delivery date, the Contracting Party shall be entitled to cancel the Agreement at any stage thereafter upon serving a notice of default and/or termination of the Agreement on the Supplier.
- 7.3. If the Contracting Party cancels the whole or part of the Agreement in accordance with clause 7.2:
- a. All sums payable by the Contracting Party in relation to the whole or part of the Agreement cancelled shall cease to become payable.
  - b. All sums paid by the Contracting Party in relation to the whole or part of the Agreement cancelled shall be repaid to the Contracting Party by the Supplier immediately;
  - c. The Contracting Party shall be entitled to recover damages from the Supplier for any loss caused as a result of the Supplier's failure to deliver the Goods or Services by the agreed delivery date and/or as a result of the cancellation of the whole or part of the Agreement (including, without limitation, the Contracting Party's expenditure reasonably incurred in obtaining the Goods or Services from another supplier).
- 7.4. All Goods shall be delivered to the Contracting Party to the address specified in the relevant Agreement or Purchase Order. The Supplier shall comply with all delivery instructions notified to it by the Contracting Party and shall deliver with the Goods or under separate cover with its advice note all certificates of conformity, instructions and other documents required to be issued pursuant to the Agreement and in the absence of advice note or in case of default the Contracting Party shall be entitled to reject the Goods.
- 7.5. The Supplier shall use all skill, care and diligence when using and/or maintaining any equipment belonging to the Contracting Party. Should the Supplier fail to exercise such skill, care and diligence, the Supplier shall be liable for any loss or cost which arise from damage to the Contracting Party's equipment.
- 7.6. The Supplier shall arrange any storage space for the Goods that it requires at its own risk and expense. Unless otherwise agreed, the Supplier shall bear the costs of any transport required for such purpose.
- 7.7. The Supplier shall, prior to delivery notify the Contracting Party giving details of Goods which are perishable or have a life expectancy of limited duration and of any circumstances likely to affect the quality of Goods and shall issue appropriate instructions as to storage, handling and use of Goods. Such details and instructions shall form part of the description of Goods. The Supplier shall indemnify and keep indemnified the Contracting Party against all loss (including, but without limitation, complete or partial loss of goods whether or not the subject of the Purchase Order, loss of profit and of any contract) arising out of the Supplier's errors in or omissions from or failure to issue appropriate instructions.
- 7.8. The Contracting Party shall be entitled to postpone the time and date of delivery. In such case, the Supplier shall pack the Goods properly, store them separately in a recognisable fashion, and look after, secure and insure them. The Contracting Party shall be liable for the reasonable costs incurred by the Supplier in relation to any postponed delivery of Goods.
- 8. Notices**
- 8.1. Any notice required to be given by one Party under these GPCs to the other will be deemed delivered to the other Party when delivered by hand, e-mail or registered post to the email address or registered address of the other Party. The Supplier shall nominate personnel to the Contracting Party that may be contacted at all hours in the event of an emergency.
- 9. Packaging**
- 9.1. All Goods shall be securely packed for shipment to the delivery address with as little additional weight as possible and in the smallest appropriate cubicle bulk possible consistent with safe carriage by ocean vessel, railroad, road or aircraft (as specified by the Parties) and insurance requirements. The Supplier shall ensure that all Goods supplied are properly protected against damage and/or deterioration in transit and are properly labelled with the destination address, contents and name of the Contracting Party.
- 9.2. The Goods are accompanied by all requisite supporting documentation, all in full compliance with the specifications and applicable law and regulations and any other requirements as the Contracting Party may detail in the Purchase Order and approved by the Supplier in the Purchase Order's acknowledgment.
- 9.3. All Goods shall be packaged and stowed in a safe manner so as to enable Goods to be off loaded (by either the Supplier or the Contracting Party) in a safe manner.
- 10. Transfer of ownership and risk**
- 10.1. Title to the Goods shall pass to the Contracting Party, when the Goods are delivered to the delivery address stated in the relevant Agreement, unless payment is made to the Supplier prior to delivery, in which case title in the Goods shall pass to the Contracting Party, upon such payment being made. Immediately upon receipt of such payment, the Supplier shall appropriate the Goods in favour of the Contracting Party and keep them separate from all other goods in the possession of the Supplier and shall clearly mark the Goods as the property of the Contracting Party.
- 10.2. The passing of title in the Goods shall be without prejudice to the Contracting Party's right to reject the Goods, where such Goods do not conform with the relevant Agreement and/or the specifications contained therein.
- 10.3. Supplier shall bear the risk of Goods being lost, stolen and/or damaged until such time as the Goods have been delivered into the possession of and are accepted by the Contracting Party.
- 10.4. Any materials made available to the Supplier by the Contracting Party shall remain the latter's property and the Supplier shall mark them as the Contracting Party's property and keep them separate in a manner that ensures that this is recognisable to any third party.
- 10.5. Unless the Contracting Party gives its prior approval in writing, the Supplier shall not be permitted to use the aforementioned materials nor to allow or arrange for any other party to do so in connection with any purpose other than effecting supply to or carrying out work for the Contracting Party.
- 11. Inspections**
- 11.1. The Contracting Party shall at all times be entitled to inspect, assess and/or test the Goods and/or Services (or arrange for this to be done) irrespective of the place where they are located.
- 11.2. The Supplier shall grant access to its grounds and buildings to the Contracting Party or its representatives in order to allow the Contracting Party to carry out audits of any kind including, but not limited to, audits relating to health and safety and Corporate Social Responsibility. The Supplier shall assist with any such inspections free of charge.

- 11.3. If it is necessary to repeat an inspection due to the fault of the Supplier, the Supplier shall be liable to the Contracting Party for any costs incurred by the Contracting Party as a result.
- 11.4. The Contracting Party's inspection, assessment and/or testing shall not amount to an acknowledgement on its part that the Goods and/or Services to be supplied are of good quality or accepted by the Contracting Party, nor shall it discharge the Supplier from any liability for failing to comply with its obligations.
- 12. Assignment and Subcontracting**
- 12.1. Each Agreement is personal to the Supplier and the Supplier shall not, without obtaining the Contracting Party's prior written consent, i) assign, mortgage, charge or dispose of any of its rights in any contract or Agreement, ii) subcontract or iii) otherwise delegate or outsource the performance of the Supplier's obligations. The Supplier shall remain fully liable for any Goods and/or Services provided by any subcontractor or sub-subcontractor.
- 12.2. The Contracting Party may assign an Agreement to any Affiliate without the consent of the Supplier.
- 13. Prices**
- 13.1. The price for the Goods and/or Services shall be as stated in the relevant Agreement and shall be inclusive of all services and materials necessary for the performance of the Agreement, and all taxes and duties but unless otherwise stated, shall be exclusive of value added tax.
- 13.2. No additional charges will be paid by the Contracting Party unless agreed in advance in writing by the Contracting Party.
- 14. Invoicing and Payment**
- 14.1. Detailed invoices shall be issued by the Supplier to the Contracting Party for Goods and/or Services that have been provided in accordance with the relevant Agreement.
- 14.2. The Contracting Party shall pay each invoice within the period stated in the Agreement after receipt of the relevant invoice.
- 14.3. All payments are contingent upon the Goods and/or performance of the Services conforming with the relevant Agreement and these GPCs to the satisfaction of the Contracting Party.
- 14.4. The Contracting Party shall be entitled to set off any amount it is owed by the Supplier against sums otherwise due to the Supplier in accordance with an invoice.
- 14.5. All payments shall be made without prejudice to the Contracting Party's rights should the Goods and/or the Services provided prove unsatisfactory, defective or are not in accordance with the Agreement and/or these GPCs.
- 14.6. If the Parties agree that Supplier is to provide goods and/or services or resources in addition to those specified in the Agreement, then such agreement will be reflected in either an amended Agreement and/or Purchase Order.
- 14.7. Once an Agreement has been agreed by the Contracting Party, the price for the Goods and/or Services shall be fixed.
- 15. Termination**
- 15.1. If and in so far as the Supplier fails to fulfil any obligation pursuant or in some other way related to the relevant Agreement or fails to do so properly or within the time specified, the Contracting Party may, in its sole discretion, elect either to:
- afford the Supplier the opportunity to comply with its obligations within a period that it stipulates; and/or
  - suspend its obligations under the Agreement; or
  - immediately cancel all or part – such as the Contracting Party's discretion – of that Agreement by means of a written notice but without the need for any prior notice of default.
- 15.2. Such entitlement to cancel the whole or part of an Agreement shall be without prejudice to the Contracting Party's right to seek full compensation for any loss suffered and expenditure incurred due to the Supplier's non-compliance or to the latter's failure to ensure proper and timely compliance.
- 15.3. Each Party shall be entitled to immediately cancel all or part of a relevant Agreement without any notice of default in the event that the other Party is or appears likely to be unable to pay its debts or becomes insolvent. The Contracting Party shall be entitled to immediately cancel all or part of a relevant Agreement if i) there is a breach of clause 4 by the Supplier; or ii) Supplier's transfer or assignment of its business activity or material assets relating, in whole or in part, to the Goods without obtaining Contracting Party's advance written consent.
- 15.4. In the event that the Contracting Party cancels an Agreement (or part of it) pursuant to Article 15.1 or 15.3, it shall not be liable to pay the Supplier any compensation in respect of such cancellation.
- 16. Force Majeure**
- 16.1. Neither Party will be responsible for failures to perform the Agreement, damages or delays resulting from causes beyond the reasonable control of such Party, including but not limited to fire, explosion, flood, war, strike, pandemic, epidemic or riot, provided that the non-performing Party uses commercially reasonable efforts to avoid or remove such causes of non-performance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed.
- 16.2. The Party that failed to perform will:
- promptly notify the other Party of the failure to perform, the event that caused such failure and supporting evidence or material illustrating why the event has prevented the Party from performing the Agreement; and
  - use its best efforts to recommence performance of the obligations that it has failed to perform as soon as reasonably possible after the event has ended.
- 16.3. If a force majeure event has a material impact on a Party's ability to perform its obligations in accordance with the Agreement for a period of more than thirty (30) consecutive calendar days, the other Party may immediately terminate the Agreement by written notification.
- 17. Warranties**
- 17.1. The supply of the Goods and/or the Services must comply in full with what is stipulated in the relevant Agreement, any applicable specifications and any requirements of the Contracting Party.
- 17.2. The Supplier warrants that the Goods and/or Services supplied comply with good industry practice and all relevant laws.
- 17.3. Where an Agreement stipulates a warranty period is applicable in relation to the supply of the Goods and/or Services, the Agreement shall refer to a period of time within which, in the event that Goods and/or Services which are supplied are defective, deficient or not in accordance with the specification and/or Agreement, the Contracting Party shall be entitled to elect to avail of any of the remedies set out in clause 17.6 below.
- 17.4. Where an Agreement does not stipulate a warranty period, a term of warranty of one (1) year shall apply, which shall be without prejudice to the Supplier's liability for latent defects upon the expiry of such term.
- 17.5. In the event that the Contracting Party is of the opinion that any Goods and/or Services that have been supplied do not conform with the Agreement, the Contracting Party shall reject them, shall notify the Supplier of this in writing as soon as possible, and acting at its discretion the Contracting Party may elect to:
- return the deficient Goods to the Supplier (or arrange for this to be done) and its duty to effect payment for the relevant Goods and/or Services shall cease to apply and any amounts paid by the Contracting Party in respect of the deficient Goods shall be repaid by the Supplier immediately; or
  - return the deficient Goods to the Supplier (or arrange for this to be done) and require the Supplier to supply a replacement of the Goods ; or
  - in the event that the Goods cannot be returned for any reason, negotiate in good faith with the Supplier any commercial alternatives acceptable to the Contracting Party and, if no solution can be reached, require the Supplier to supply a replacement or repay any amounts paid in respect of the deficient Goods; or
  - require the Supplier to repair or remedy the deficient Goods and/or Services. The provisions of (a) to (d) shall be effected at the Supplier's risk and expense. Any Goods that are rejected shall remain the property of the Supplier or shall immediately become the latter's property as of the time when the relevant notice of rejection is sent, and the risk in the Goods shall be borne by the Supplier in full as of that time.
- 17.6. In the event that the Contracting Party is of the opinion that the Supplier is too late in remedying a defect and/or fails to do so properly, or where such defect does not allow for any delay, after issuing a written reminder stipulating a reasonable period within which the Supplier is to comply with its obligations, the Contracting Party shall be at liberty to do all that is required or to arrange for some other party to do so, and to charge the Supplier for all of the costs involved in this.
- 17.7. The Supplier warrants that it will be able to supply all of the parts for the Goods supplied during a period of time stipulated in the relevant Agreement. In the event that the Parties fail to agree on such a period of time, the Supplier warrants that it will stock and supply all of the parts for the Goods supplied for a period of not less than two (2) years.

## **18. Intellectual Property**

- 18.1. The Agreement does not intend to change any of the Parties' or third parties' (pre-existing) entitlement to Intellectual Property rights, unless any agreement explicitly constitutes a (deed of) transfer of Intellectual Property rights. Save as set out in this Agreement neither party grants any rights (by license or otherwise) in respect of proprietary materials protected by Intellectual Property rights.
- 18.2. Both Parties acknowledge that each Party, in connection with the provision or receipt of the Services, may develop or acquire general knowledge, experience, skills and ideas. Notwithstanding anything to the contrary herein such Party may use such general knowledge, experience, skills and ideas to the extent that this does not result in disclosure of Confidential Information or unauthorized use of any Intellectual Property rights of the other Party or a third party.
- 18.3. If in the context of the Agreement the Supplier has developed, designed or provided specifically for the Contracting Party any Goods and/or Services (including any accompanying documents) the Intellectual Property and/or related rights which come into existence shall, if possible, automatically vest in the Contracting Party. The Supplier shall execute any document or deed necessary to vest such Intellectual Property in the Contracting Party. To the extent that the Intellectual Property rights do not vest automatically in the Contracting Party, the Supplier undertakes that it shall transfer to the Contracting Party all Intellectual Property rights in materials developed or designed for the Contracting Party which transfer shall be accepted by the Contracting Party.
- 18.4. Any drawings, illustrations, calculations, physical patterns methods and procedures which are supplied or have been purchased by the Contracting Party, shall remain the latter's property and the Supplier shall not be permitted to reproduce, copy or publish them, place them at the disposal of some other party, or use them for any purpose other than the Agreement. Acting at its own expense the Supplier shall have a duty to return the aforementioned items to the Contracting Party, if the latter requests this in writing after the relevant delivery or handover.
- 18.5. Any goods or methods which the Supplier develops in conjunction with or at the behest of the Contracting Party may not be placed at the disposal of any other party unless the Contracting Party consents to this in writing. Any expertise which the Supplier acquires in the course of such development shall only be made available to the Contracting Party and the Supplier shall not disclose same to any other party or use it for its own benefit and/or that of such other party, other than with the Contracting Party's prior written consent.
- 18.6. The Supplier shall not disclose to any third party any data, information, Intellectual Property or know-how that it obtains from the Contracting Party during the course of supplying the Goods and/or the Services.
- 18.7. The Supplier shall indemnify the Contracting Party against any claim arising pursuant to an infringement of industrial and/or intellectual property belonging to some other party in respect of any goods that the Supplier has delivered or work which it has performed, and shall compensate the Contracting Party for any loss that the latter suffers and/or could suffer as a result of action taken against it by the holders of those industrial and/or intellectual property rights.

## **19. Personal Data**

- 19.1. If the Supplier in the performance of the Agreement processes Personal Data, the Supplier agrees and warrants that the Supplier shall:
  - a. process Personal Data only insofar necessary for the Services rendered to the Contracting Party and as permitted or required by law;
  - b. keep the Personal Data confidential and not sell any of such data to any third party in whatever form ("anonymized" or not);
  - c. take appropriate technical, physical and organizational security measures to protect the Personal Data against loss, unauthorized or unlawful processing; and
  - d. promptly inform the Contracting Party of any actual or suspected security incident involving the Personal Data.
- 19.2. To the extent that the Supplier allows a subcontractor to process the Personal Data, the Supplier shall ensure that it binds such subcontractor to obligations which provide a similar level of protection as this clause 19.
- 19.3. The Supplier shall, upon the termination of the Agreement, return and/or securely erase or destroy all records or documents containing the Personal Data (unless otherwise required to retain such Personal Data by law) and provide written confirmation and/or evidence following such action. The Supplier accepts and confirms that it is solely liable for any unauthorized or illegal processing or loss of the Personal Data, if the Supplier fails to erase or destroy the Personal Data upon termination of the Agreement.

- 19.4. The Supplier shall indemnify and hold harmless the Contracting, its officers, agents and personnel from any damages, fines, losses and claims from Third Parties arising out of a breach of this clause 19.

## **20. Liability and Insurance**

- 20.1. The Supplier hereby indemnifies and agrees to hold harmless the Contracting Party in full against any claims, liability, loss, damages, costs or expenses (including legal expenses) whatsoever arising out of or in connection with any act or omission by the Supplier or any of its employees, agents or subcontractors in the supply of the Goods and/or the performance of the Services, subject to clause 20.2.
- 20.2. Neither Party shall be liable to the other in connection with this Agreement, or any Purchase Order issued pursuant thereto, for incidental, or punitive damages; provided that, such limitation shall not apply to (i) claims arising out of Supplier's (including any entity or individual acting on its behalf) negligence or willful misconduct or (ii) cases of strict liability under applicable laws and regulations, or (iii) material defects in or related to the Products, or (iv) any non-compliance or infringement of any intellectual property rights by Supplier (including any entity or individual acting on its behalf).
- 20.3. The Supplier shall take out and maintain adequate insurance coverage with a reputable insurer to cover the risks of supplying the Goods and/or performing the Services in accordance with each Agreement, including without limitation, public liability, employer's liability and product liability insurance. When requested to do so by the Contracting Party, the Supplier shall provide to it evidence of such insurance coverage.

## **21. Confidentiality, reputation and prohibition of disclosure**

- 21.1. Each Party shall have a duty to treat any information and other details obtained directly and/or indirectly from the other Party as confidential. The Parties shall not provide such information and details to any other Party, except if and in so far as this is necessary for the purposes of executing an Agreement and the other Party consents to this in writing. The Parties shall not use such information and details for purposes other than the execution of the relevant Agreement.
- 21.2. Neither Party shall be permitted to use the name of the other Party in publications, advertisements or in any other way, unless it receives prior written consent from the other Party.
- 21.3. The Parties shall refrain from bringing each other and/or each other's business associate(s) into disrepute.
- 21.4. Supplier shall keep Contracting Party's company information, as defined in any applicable securities law, confidential and shall not use such information for its own or any third parties' benefit.

## **22. Miscellaneous**

- 22.1. The relationship of the Parties is that of independent contractors and nothing in this Agreement will be construed so as to constitute a partnership or joint venture or empower either Party to act for, bind or otherwise create or assume any obligation on behalf of the other and neither Party will hold itself out as entitled to do the same, unless expressly provided otherwise in this Agreement.
- 22.2. If any provision of the Agreement would be held to be illegal, unenforceable, or void, that provision shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable. Parties will then mutually agree upon a new provision that will approximate the contents and scope of the original provision, without becoming illegal, unenforceable, or void itself.
- 22.3. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and cancels and supersedes any other understandings and agreements between the Parties with respect to the subject matter of the Agreement, whether written or oral.
- 22.4. Except as otherwise expressly permitted or specified herein, this Agreement will not be amended or supplemented except by a written addendum that is mutually signed by the authorized signing officers of each Party.
- 22.5. A natural or legal person who is not a party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Agreement. This clause does not alter any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

## **23. Governing law and disputes**

- 23.1. Unless agreed otherwise in the Agreement and/or Agreement, these GPCs and any accompanying agreement shall be governed by the laws of England and Wales. The agreement of the United Nations Convention on Contracts for the International Sale of Goods, the United Nations Convention on the Limitation Period in the International Sale of Goods

(Limitation Convention) and its protocol do not apply to these GPCs and/or any Agreement(s).

- 23.2. The courts of England and Wales shall jurisdiction to settle all disputes arising out of or in connection with the referred agreements of clause 23.1.

#### 24. IR35

CFA 2017	Criminal Finances Act 2017
HMRC	HM Revenue & Customs
Intermediary	An intermediary as defined for the purposes of Chapter 10 of Part 2 ITEPA 2003 and any Regulations in connection therewith as amended from time to time
IR35	the off-payroll working rules including any relevant primary and secondary legislation and the published practice and guidance of HMRC as in force or made available from time to time
ITEPA 2003	Income Tax (Earnings and Pensions) Act 2003
Personal Service	a service personally performed for the Contracting Party by an individual, or which an individual is under an obligation to perform for the Contracting Party
Tax	income tax, employee national insurance contributions and (to the maximum extent permitted by law) employer national insurance contributions and any interest, penalties and costs relating to any of the foregoing

- 24.1. The Supplier shall ensure that any worker who provides a Personal Service to the Contracting Party or in connection with the Services shall be included as an employee or deemed employee on the payroll of the Supplier, the supplier's subcontractor or an agency or umbrella company such that income tax, employer and employee national insurance contributions are paid and properly accounted for to HMRC in full in respect of all earnings and benefits received by that worker (an "Employee").
- 24.2. The Supplier warrants and undertakes to procure that no worker who is supplied directly or indirectly by a personal service company, or any other Intermediary (an "IR35 Worker") shall undertake any Personal Service to the Contracting Party in connection with the Services and the Supplier shall indemnify the Contracting Party in full in respect of any costs, expenses, damages or loss (including any Tax) incurred by the Contracting Party as a result of any supply of an IR35 Worker in breach of this warranty.
- 24.3. The Supplier shall maintain records of all workers engaged by it to perform any Personal Service pursuant to this Agreement and shall carry out such reasonable due diligence as the Contracting Party may require to determine that each such worker is an Employee, including evidence of the amount of any payment or benefit provided to or for the benefit of the Employee and the deduction and payment of Tax in connection therewith.
- 24.4. The Supplier shall within ten days of receipt of notice in writing provide to the Contracting Party such copies or extracts of the records and evidence maintained pursuant to clause 24.3 as the Contracting Party may reasonably require.
- 24.5. The Supplier shall use all reasonable endeavours to procure that any subcontractor, agency or umbrella company with which it engages, directly or indirectly, for the supply of the Services or any of them, complies with clauses 24.2 to 24.4.
- 24.6. If the Supplier directly or indirectly provides the services of an IR35 Worker in breach of this clause 24 and HMRC at any time, whether following an enquiry or PAYE audit or otherwise, determine that the arrangements for the provision of that IR35 Worker fall within the scope of IR35 and that the Contracting Party is required to account for Tax accordingly, the Contracting Party may at its option deduct from any payment due to the Supplier an amount equal to any such Tax.
- 24.7. To the extent that the Contracting Party has not deducted an amount equal to any Tax payable pursuant to clause 24.6 from payments made to the Supplier, the Supplier shall pay to the Contracting Party on demand a sum equal to any amount not so deducted.
- 24.8. Tax Evasion
- a. The Supplier shall (and shall procure that its associated persons shall) not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence or a foreign tax evasion facilitation offence for the purposes of CFA 2017 and shall have and maintain throughout the term of this Agreement such policies and procedures as are reasonable to prevent the

facilitation of tax evasion by another person, as required by CFA 2017.

- b. The Supplier shall on demand provide to the Contracting Party details of the reasonable prevention measures it has taken to prevent the commission of an offence pursuant to CFA 2017 and shall promptly report to the Contracting Party any request or demand from a third party to facilitate the evasion of tax in connection with the performance of this Agreement.

#### 25. ANTI-BRIBERY

- 25.1. The Supplier undertakes that it:
- a. has not committed an offence under Sections 1, 2, 6 or 7 of the UK Bribery Act 2010 (a "Bribery Offence");
  - b. has not been formally notified that it is subject to an investigation relating to alleged Bribery Offences or prosecution under the UK Bribery Act 2010;
  - c. is not aware of any circumstances that could give rise to an investigation relating to an alleged Bribery Offence or prosecution under the UK Bribery Act 2010; and
  - d. will cooperate to the fullest extent with the Contracting Party and/or any authorities in any investigation into suspected or alleged Bribery Offences and assist The Contracting Party in complying with any requests from relevant authorities.
- 25.2. The Supplier agrees that it:
- a. has in place, and shall maintain until termination of the Contract, adequate documented procedures designed to prevent persons associated with the Supplier (including an employee, sub-contractor or agent or other third party working on behalf of the Supplier or any Group Company) (an "Associated Person") from committing a Bribery Offence (including the provision of anti-bribery and anti-corruption training);
  - b. shall comply with the UK Bribery Act 2010 and shall not, and shall procure that no Associated Person shall, commit any Bribery Offence or any act which would constitute a Bribery Offence;
  - c. shall not do or permit anything to be done which would cause the Contracting Party or any of the Contracting Party's employees, sub-contractors or agents to commit a Bribery Offence or incur any liability in relation to the UK Bribery Act 2010;
  - d. shall notify the Contracting Party immediately in writing if it becomes aware or has reason to believe that it has, or any of its Associated Persons have, breached or potentially breached any of the Supplier's obligations under this clause 25. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations; and
  - e. allow for and contribute to audits, including inspections, conducted by the Contracting Party or another auditor mandated by the Contracting Party.
- 25.3. The Supplier acknowledges and agrees that any breach of the provisions of this clause 25 shall be a material breach of the Agreement which is incapable of remedy and without prejudice to the Contracting Party's right to immediately terminate the Agreement in accordance with clause 15 and any other right or remedy the Contracting Party may have, the Contracting Party may immediately cease all payments to the Supplier.

#### 26. MODERN SLAVERY

- 26.1. The Supplier warrants and undertakes:
- a. that neither it nor any of its Associated Persons:
    - 26.1.a.1. has committed an offence under the Modern Slavery Act 2015;
    - 26.1.a.2. has been notified that it is subject to prosecution, under or an investigation relating to an alleged offence under the Modern Slavery Act 2015; or
    - 26.1.a.3. is aware of any circumstances within any part of its own business or supply chains which could give rise to prosecution under or an investigation relating to the alleged commission of an offence under the Modern Slavery Act 2015; and
  - b. it has appropriate controls in place to ensure that no offences under the Modern Slavery Act 2015 (or equivalent behaviours) are taking place in any of its supply chains or in any part of its own business and that it shall notify the Contracting Party immediately in writing (with full details) if it becomes aware or has reason to believe that it has, or any of its Associated Persons have, breached or potentially breached any of the Supplier's obligations under this clause 26.

## 27. TUPE

- 27.1. These conditions envisage that subsequent to the effective date of the Agreement, the identity of the supplier of the Goods and/or Plant and/or the performer of the Services (or any part of the Services) may change (whether as a result of termination of the Agreement, or part, or otherwise) resulting in a transfer of the supply of the Goods and/or Plant and/or the performance of the Services in whole or in part ("**Transfer**"). If a Transfer is a relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ("**Employment Regulations**") the parties shall comply with all their respective obligations under the Employment Regulations. Without prejudice to the foregoing, the Supplier shall promptly furnish to the Contracting Party on request all information relating to the Contract prior to and during the Transfer reasonably required by the Contracting Party.
- 27.2. On termination or expiry of the Agreement for any reason, the Supplier shall provide access, during normal working hours, to the Contracting Party and/or the replacement service provider for up to twelve months after the expiry or termination of the Agreement to:
- a. such information relating to the Agreement as remains in the possession or control of the Supplier; and
  - b. such members of the Supplier's personnel as have been involved in the design, development and provision of the Goods and/or Plant and/or Services and who are still employed by the Supplier, provided that the Contracting Party and/or the replacement service provider shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this clause 27.2, unless the Contract has been terminated by the Contracting Party pursuant to clause 15 in which event such costs shall be for the sole account of the Supplier.
- 27.3. The Contracting Party shall in no circumstances be liable to the Supplier or its personnel for redundancy payments or staff termination costs, arising from termination or expiry of the Agreement, and the Supplier indemnifies and holds harmless the Contracting Party against any claims, liabilities, losses or proceedings in respect of such payments or costs. The provisions of conditions 27.1, 27.2 and 27.3 shall survive termination or expiry of the Agreement.

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