

United Utilities Water Limited (“Company”) Standard Terms and Conditions

1 Definitions and Interpretation

1.1 In these Conditions:

Affiliate means in respect of either party, a company which is a Subsidiary or which is a Holding Company of that party, or a Subsidiary of such Holding Company, in each case for the time being

Applicable Laws means, for the time being:

(a) any law, statute, regulation, bylaw, ordinance or subordinate legislation which is in force;

(b) any binding Court order, judgment or decree; and

(c) any industry licence, code, policy, guidance, standard or accreditation terms:

(i) enforceable by law which is in force for the time being; and/or

(ii) stipulated by any relevant regulatory authority (including any licences granted under the Water Act 1989 and/or the Water Industry Act 1991)

Business Day means any day other than a Saturday, Sunday or a public or bank holiday in England

Change means any change to the Goods, the Specification and/or any other matter in relation to these Conditions

Commencement Date means the commencement date of the Contract being the date of the Purchase Order or such other date as may be confirmed in writing by the Company **Conditions** means the terms and conditions set out in this document

Confidential Information means all documents, databases, diagrams, calculations, data, processes, business methodologies, contracts (including these Conditions), financial information, plans, ideas, strategies, projections, products, designs and other information whether in physical form, electronic form or otherwise, whether expressed to be confidential or not, and in whatever media or format provided or orally disclosed by either Party (the **Disclosing Party**) to the other Party (the **Receiving Party**) in the course of, or in connection with the performance of each Party’s obligations under these Conditions and information obtained by the Receiving Party from the Disclosing Party as a result of being present at any premises of the Disclosing Party (whether by observing any plant or equipment or otherwise)

Contract means the contract between the company and the Supplier which consists of the Purchase Order and these Conditions

Delivery means completion of the delivery of the Goods pursuant to the Contract in accordance with clause 12 (Delivery) and the other requirements of these Conditions

Delivery Date means such date as is set out in the Purchase Order (as may be amended by the parties in accordance with these Conditions)

Delivery Point means the address and any specified area, as set out in the Purchase Order (as may be amended by the parties in accordance with these Conditions) or as otherwise confirmed in writing by the Company

Event of Insolvency means if the Supplier is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), ceases or threatens to cease to carry on its business or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.

Force Majeure means any cause preventing either Party from performing any or all of its obligations under the Contract which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party so prevented (but for the avoidance of doubt excluding strikes, lockouts or other industrial disputes which have their origin within the personnel of the Party so prevented or default of suppliers or sub-contractors or breakdown of vehicles)

Good Industry Practice means all relevant practices and professional standards which would be expected of a leading expert supplier of goods substantially similar to the Goods to customers of the same nature and size of the Company

Goods means the goods to be supplied and delivered by the Supplier to the Company as specified in the Purchase Order

Goods Recipient means the Company and each UU Group Member and/or any of their sub-contractors, in each case for the time being

Holding Company shall have the meaning given in section 1159 of the Companies Act 2006 and shall include parent undertakings as defined in section 1162 of the Companies Act 2006 (each section as being in force at the date of the Contract)

Intellectual Property Rights and **IPR** means patents (including rights in, and/or to, inventions), trade marks, service marks, rights in goodwill, design rights and registered designs, rights in and/or to internet domain names and website addresses, copyright (including future copyright), database rights, rights in and to confidential information (including know how and trade secrets) and all other intellectual property rights (including any applications and any rights capable of registration) of any nature subsisting worldwide at any time

Losses means all losses, claims, proceedings, demands, actions, liabilities, fines, charges, damages, costs and expenses including legal fees on a solicitor/client basis and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties (in each case whether internal or external costs)

Material means any inventions, discoveries, documents, information, items, data, designs, prototypes, drawings, formulations, know-how or other material (in whatever form) including software, firmware, computer programs, documented methodologies, processes and procedures (including without limitation any records, specifications, business rules and requirements, user manuals, user guides, operations manuals, training materials and instructions)

Month means a calendar month

Party and Parties means a party to, or the parties to the Contract

Prices means the relevant prices for the time being of the Goods which shall be ascertained in accordance with clause 5

Project Manager means the person nominated by the Company under clause 4 to act as the Company’s representative for the purpose of the Contract

Purchase Order means an order for the Goods issued by the Company’s Commercial Department to the Supplier, in either printed or electronic format, and including any variation to the same made in accordance with these Conditions

Specification means any technical specification and/or description of the Goods set out or referred to in the Purchase Order or as otherwise confirmed in writing by the Company

Subsidiary has the meaning given in section 1159 of the Companies Act 2006 and shall include subsidiary undertakings as defined in section 1162 of the Companies Act 2006 (each section as being in force at the date of the Contract)

Supplier’s Equipment means all plant, equipment, vehicles, temporary buildings, materials, tools, stores, machinery, apparatus, articles and other things of any kind brought onto the

Delivery Point by or on behalf of the Supplier for use in the supply and delivery and/or off-loading of the Goods, but not themselves being part of the Goods

Term means the period during which the Contract is in full force and effect

United Utilities Group means United Utilities Water Limited (Company Number 2366678) and each of its Affiliates for the time being, and **UU Group Member** means any one of such companies

VAT means Value Added Tax as defined under the Value Added Tax Act 1994

1.2 In these Conditions unless the context otherwise requires:

(a) references to gender shall include all other genders, the singular shall include the plural (and vice versa), the words "other", "includes", "including" "for example" and "in particular" do not limit the generality of any preceding words, and the expression "person" shall mean any individual, company, incorporated association, partnership, government, State, agency of State or joint venture;

(b) any reference to a statute or a statutory provision (including any enactment, order, regulation or instrument) shall be construed as a reference to the same from time to time as amended, consolidated, modified, extended, re-enacted or replaced, any reference to a statute or statutory provision shall include a reference to any repealed statute or statutory provision or subordinate legislation which it re-enacts (with all applicable modification) and any subordinate legislation, including any regulation, rule or by-law made under that statute or statutory provision;

(c) references to clauses are references to clauses of these Conditions, and references in these Conditions to a "party" or "Party" shall include its successors in title and permitted assigns; and

(d) headings and indexes are for reference purposes only and shall not be used to construe or interpret the meaning of these Conditions.

1.3 The following provisions shall apply with respect to the receipt by the Goods Recipients of certain of the benefits of these Conditions:

(a) all references to "the Company" shall, to the extent only that they relate to the provision to or receipt by the Company of the benefit (but not the burden) of the Contract (and unless the context otherwise requires), be deemed to be references to both the Company and the Goods Recipients and, for the avoidance of doubt, the Parties intend that the Goods Recipients shall (unless the context otherwise requires) also receive the benefit of being able to purchase all or any of the Goods, as expressed to be provided by the Supplier to the Company in accordance with these Conditions, as if such references refer to both the Company and the Goods Recipients; and

(b) where the approval, consent or agreement of the Company is required, such approval, consent or agreement of the Goods Recipient shall also be required to the extent relating to the provision of such Goods to that Goods Recipient, and provided always that the Company shall be entitled to give such approval, consent or agreement on behalf of the relevant Goods Recipient.

1.4 For the purposes of these Conditions, any Goods provided to the Company or any Goods Recipient shall also, if required by the Company or such Goods Recipient, be provided to any nominated sub-contractor of the Company or such Goods Recipient.

1.5 The Supplier shall immediately notify the Company of any conflicts, discrepancies, errors or omissions within this Contract. As soon as reasonably practicable following receipt of such notice the Company will resolve such matter (at its absolute discretion) and such resolution shall not entitle the Supplier to the payment of any additional sums.

2 Commencement and Duration

2.1 The Contract shall commence on the Commencement Date and shall, unless and until terminated in accordance with the provisions of these Conditions, continue for the Term.

2.2 During the Term, the Supplier shall supply, and the Company and/or any Goods Recipient shall non-exclusively purchase, in accordance with the terms of these Conditions, such quantities of Goods as the Company and/or relevant Goods Recipient may from time to time in its their absolute discretion order pursuant to this clause 2.2

2.3 Subject to any variation under clause 25.8, or unless expressly agreed otherwise by the Parties in writing, the provisions of these Conditions detail the only terms and conditions upon which the Company and/or any Goods Recipient is prepared to purchase the Goods from the Supplier. No terms or conditions endorsed upon, delivered with or contained in any Supplier quotation, acknowledgement or acceptance of order, specification or similar document shall form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.

2.4 Where the Purchase Order is issued by means of an electronic communication:

(a) the Supplier shall, within five (5) Business Days of the date of issue of the Purchase Order, using the same or a similar means of electronic communication, acknowledge receipt of the Purchase Order to the Company or relevant Goods Recipient in a form which accepts the Purchase Order unconditionally and does not impose any terms and conditions of the Supplier; and

(b) in the absence of any receipt by the Company or relevant Goods Recipient of such an acknowledgement from the Supplier within the timescale required by clause 2.4(a) above, the Purchase Order shall be deemed duly received by the Supplier and legally effective for the purposes of the Contract on the date six (6) Business Days following the date of its issue by the Company or relevant Goods Recipient.

2.5 The Supplier shall supply the Goods in accordance with the timescales and other requirements of the Contract and time is of the essence with respect to such timescales.

2.6 The Company or relevant Goods Recipient may at any time prior to despatch of the Goods amend or cancel the Purchase Order, at its entire discretion and without cost, by written notice to the Supplier.

3 The Supplier's Obligations

3.1 The Supplier shall:

(a) supply and deliver the Goods: (i) in accordance with these Conditions and, where not conflicting with the provisions of these Conditions, in accordance with Good Industry Practice; (ii) by/on the Delivery Date; at the Delivery Point; and (iii) in compliance with all other requirements of the Purchase Order and the Specification;

(b) unless otherwise agreed in writing by the Company, direct all enquiries and correspondence regarding the Contract to the person from time to time nominated as Project Manager;

(c) act diligently and in good faith in all of its dealings with the Company;

(d) take or procure to be taken such steps as may be necessary to ensure that all paperwork issued by or on behalf of the Supplier to the Company (including, without limitation, invoices, correspondence and delivery notes), is complete, accurate and clearly references the Purchase Order date and number; and

(e) at all times maintain sufficient manufacturing capacity, stocks of raw materials and packaging, and stocks of Goods to enable it to meet the issued (but unfulfilled) Purchase Order.

3.2 The Supplier shall ensure that the Goods shall:

(a) conform as to quality, quantity and description with the particulars stated in the Purchase Order or as otherwise confirmed in writing by the Company;

(b) be of sound materials and workmanship;

(c) be equal in all respects to (or shall exceed) the Specification; and

(d) comply with all Applicable Laws.

3.3 The Supplier warrants, represents and undertakes to the Company that the Goods will on Delivery and until the expiry of a period of either eighteen (18) Months from the date of Delivery or twelve (12) Months from the date of putting such Goods into use (whichever is the earlier to expire):

(i) be in full conformity with the Specification, including for the avoidance of doubt, any sample provided by the Supplier or, in the absence of a Specification, be of the highest standard of industrial quality of goods of the same type as the Goods;

(ii) be in full conformity with the requirements of the Purchase Order for such Goods;

(iii) be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended) and fit for any purpose held out by the Supplier or made known to the Supplier in the Specification or otherwise in writing at or before the time of formation of the Contract;

(iv) be free from defects in design, materials or workmanship; and

(v) comply in all respects with all Applicable Laws relating to the Goods and to the packaging and labelling of the Goods.

4 Project Manager

The Company shall nominate the Project Manager (whose identity shall be notified to the Supplier) and may at its sole discretion change any nomination from time to time by notifying the Supplier.

5 Prices

5.1 The Prices shall be the prices detailed in the Purchase Order, and shall be fixed.

5.2 Subject to clause 6 below, the Prices shall be inclusive of the costs of carriage, delivery, offloading, insurance and all other charges.

6 Payment

6.1 Subject to the supply and delivery of the Goods by the Supplier to the Company and/or the Goods Recipients in accordance with the provisions of these Conditions, and in particular, but without limitation to the provision of a delivery note pursuant to clause 12.4, the Company and/or the Goods Recipients shall pay the Supplier the relevant Prices for the Goods in accordance with the provisions of this clause 6.

6.2 The Supplier shall be entitled to invoice the Company and/or the Goods Recipients for Goods provided under the Contract on or at any time after Delivery and the Company and/or the Goods Recipients will pay each valid invoice by the end of the Month following the Month in which the Company and/or the Goods Recipients receives such invoice.

6.3 The Supplier may not invoice the Company and/or the Goods Recipients for any Goods prior to delivery of such Goods in accordance with these Conditions.

6.4 The Company and/or the Goods Recipients may:

(a) withhold payment of sums due to the Supplier or set-off sums due from the Supplier to the Company and/or the Goods Recipients against sums due to the Supplier at no additional cost to itself where it has reasonable grounds for so doing; and/or

(b) withhold payment of all or any part of any invoice from the Supplier where it has reasonable grounds to dispute such amounts,

and, for the avoidance of doubt, any non-payment arising from any such withholding or set-off shall not be regarded as a breach by the Company of these Conditions. However, unless otherwise agreed in writing by the Company the Supplier shall not be entitled to make any withholding or set-off against the Company unless the Supplier is required by law to make such withholding or set-off or such withholding or set-off is admitted or agreed in writing by the Company and/or the Goods Recipients or awarded by any court or in any arbitration or adjudication.

6.5 The Company will make all payments to the Supplier by BACS to the bank account nominated by the Supplier for such purpose from time to time, or by such other payment method as the Company may from time to time (acting reasonably) notify to the Supplier (including by cheque where it is unable to make the payment by BACS). The Supplier shall provide the details of the nominated bank account to the Company within 10 days of the date on which this Contract is entered into and in the event that the Supplier wishes to change such details at any time, it shall notify the Company in writing, marking such notice to the attention of the Company's purchasing team (at the email address provided from time to time by the Company for that purpose) at least 60 Business Days (unless otherwise agreed by the Company) in advance of submitting any invoice to which such amended payment details shall apply. For the avoidance of doubt, the Supplier shall not call at the Company's premises to collect any payment and the Company shall not be obliged to make payment by any method other than in accordance with this clause.6.6 No claim by the Supplier for additional payment will be allowed on the grounds of any misunderstanding or misinterpretation made by it in respect of any matter which is the subject of a warranty, representation or undertaking of the Supplier under clause 3.3 or on the grounds of any allegation that incorrect information was given to it by any person whether in the employment of the Company or any Goods Recipient or not, nor on the grounds of failure on the Supplier's part to obtain correct information or to foresee any matter which might affect or have reasonably affected the provision of the Goods. The Supplier will not be relieved from any risks or obligations imposed on or undertaken by it under these Conditions on any such grounds.

6.7 Subject always to the Company's rights under clause 6.4, each Party shall be entitled to receive interest on any payment not paid when properly due pursuant to the terms of these Conditions, calculated from day to day at a rate per annum equal to 2% above the base rate of NatWest Bank plc and payable from the day after the date on which payment was due up to and including the date of payment (whether before or after judgment).

6.8 All sums payable under the Contract are, unless otherwise stated, exclusive of VAT. Any VAT payable in respect of such sums shall be payable in addition to such sums, at the rate from time to time prescribed by law, on delivery of a valid VAT invoice.

7 Intellectual Property

7.1 These Conditions shall not operate to assign to the Supplier any right, title or interest in any Intellectual Property Rights of the Company and/or any Goods Recipient.

7.2 The Supplier hereby grants (and, where relevant, shall procure the grant), to the Company and the Goods Recipients, all necessary licences, consents and/or permissions to enable the Company and the Goods Recipients to freely use, benefit from and commercially exploit the Goods to the fullest extent contemplated by these Conditions.

8 Confidentiality

8.1 Subject to clause 8.3 and clause 8.5, each Party shall, and shall procure that its officers, employees, agents and sub-contractors shall, keep confidential all Confidential Information relating to the other Party that it obtains from the other Party in connection with the Contract or the negotiations leading up to it. Each Party shall only use such information in the proper performance of its obligations and the exercise of its rights under these Conditions and shall not divulge any such information to any other person without the prior written consent of the other, unless permitted to do so by clause 8.3.

8.2 The Supplier shall ensure that the standard of care it employs in protecting the Confidential Information of the Company from disclosure shall be no less than the standard which the Supplier employs in the protection of its own Confidential Information.

8.3 A Receiving Party may disclose the Confidential Information of the Disclosing Party if and to the extent that:

(a) the Receiving Party can show that the information was already, or has subsequently become, published or publicly available for use other than through a breach of these Conditions or of any confidentiality obligation owed by that party; and/or

(b) the Receiving Party is required to disclose the information by law or any competent regulatory body or recognised investment exchange.

8.4 The Company may disclose Confidential Information of the Supplier on a confidential basis to a bona fide prospective assignee to the extent necessary for the purpose of the proposed assignment.

8.5 Clause 8.1 shall not apply to a Receiving Party in relation to information to the extent that such Party can show:

(a) that the information was already lawfully in its possession (without restriction on disclosure or use) before it obtained the information in connection with the Contract or the negotiations leading up to it;

(b) that the information has subsequently lawfully been disclosed to it (without restriction on disclosure or use) by a person who is not a party to the Contract and who itself lawfully obtained the information and is not under any obligation restricting its disclosure or use; or

(c) from its records that it has derived the same information independently of that obtained by it in connection with the Contract or the negotiations leading up to it.

8.6 Confidential Information relating to or developed for the Company, that is originated by the Supplier and/or any sub-contractor shall be deemed to be the Confidential Information of the Company rather than the Supplier and to have been disclosed by or obtained from the Company and the Supplier shall keep such Confidential Information confidential. Clause 8.5 and shall not apply to such Confidential Information so as to excuse the Supplier from its obligations under this clause 8. The Company shall be free to disclose and use (and authorise others to disclose and use) such Confidential Information as it thinks fit.

8.7 The obligations in this clause 8 shall survive the expiry or termination of this Contract.

8.8 On the termination or expiry of this Contract, each party shall, on request, promptly return to the Disclosing Party all records and documents containing that Party's Confidential Information (including copies) or if requested by the Disclosing Party destroy the Confidential Information (including copies) in the manner specified by the Disclosing Party and promptly certify to the Disclosing Party in writing that it has done so provided always that the Company shall have no obligation to return or destroy any Confidential Information which is contained within any Goods or Material provided by the Supplier to the Company or any Goods Recipient in accordance with these Conditions. For the avoidance of doubt, where the Disclosing Party is the Company, references in this clause to Disclosing Party shall include each UU Group Member and in each case their customers, sub-contractors and employees.

9 Samples

9.1 Any samples provided from time to time by the Supplier in connection with these Conditions shall unless otherwise agreed in writing by the Company and the Supplier:

(a) be provided at no cost to the Company; and

(b) upon delivery to the Company or relevant Goods Recipient, become and remain the absolute property of the Company.

10 Inspection and Testing

10.1 The Company shall have the right to inspect and take samples of the Goods (or any part of them, including work-in-progress) during manufacture, processing and storage to ascertain the conformance of the Goods with these Conditions. Such inspection and/or taking of samples

may take place at all reasonable times at the Delivery Point and/or the Supplier's premises and/or the premises of any sub-contractors of the Supplier (as the case may be) and the Supplier shall procure that access is given to the Company to all such premises for that purpose. The Company may at any time within a reasonable time following the point of inspection and/or testing reject any Goods which, in the reasonable opinion of the Company, do not conform with these Conditions.

10.2 Any inspection, testing, checking, rejection or approval made, carried out or given by or on behalf of the Company shall not relieve the Supplier or its sub-contractors from any obligation under these Conditions nor prejudice any of the powers or remedies of the Company or any Goods Recipient.

10.3 If, as a result of such inspection and/or samples under clause 10.1, the Company is not satisfied that the Goods will conform in all respects with these Conditions and the Company so informs the Supplier within ten (10) Business Days of the date of inspection or, if testing is performed, of the date on which the Company receives all of the results of such testing, the Supplier will promptly take all steps necessary to ensure conformance. Without prejudice to any of the rights, powers or remedies of the Company or any Goods Recipient, any failure of this obligation by the Supplier will be deemed a material breach which is incapable of remedy, entitling the Company to terminate the Contract under clause 20.3.

11 Hazardous Goods

11.1 The Supplier shall, on or before delivery of the Goods, inform the Company or relevant Goods Recipient of all information held by, or reasonably available to, the Supplier regarding any potential hazards, known or which ought reasonably to have been known by the Supplier, including, but without limitation, relating to the transport, handling or use of the Goods.

11.2 The Supplier shall mark or procure to be marked all Goods in relation to which there are or may be hazards including, but without limitation, in relation to their transport, handling or use, with the relevant internationally recognised danger symbol(s) and shall identify by name the nature of the hazardous material. All transport and other documents must include a declaration of the hazard and the name of the hazardous material. Goods must be accompanied by all relevant emergency information in the form of written instructions, labels or markings. All such declarations, information and identification shall be in English together with any other language as may be required under any United Kingdom or international Applicable Law. The Supplier shall observe the requirements of all relevant UK and international agreements relating to the packing, labelling and carriage of hazardous goods and shall ensure full conformance with all UK and international Applicable Laws relating to hazardous goods and the storage, handling, use, supply, labelling, packaging, sale, transportation and disposal of the same.

11.3 Without limiting the Supplier's obligations under clauses 11.1 and 11.2 above, the Supplier shall, prior to delivery of the Goods, provide the Company or relevant Goods Recipient with adequate instructions for the safe handling, storage and use of Goods. The instructions shall include, but not be limited to, the following:

(a) hazard data;

(b) an assessment of the risks posed by the handling, storage and use of the Goods;

(c) a description of the control measures to be implemented;

(d) details of any protective clothing that is required or recommended;

(e) details of any maximum exposure limits or occupational exposure standards applicable to any substance forming the whole or part of the Goods;

(f) any recommendations for health surveillance;

- (g) recommendations regarding the provision, maintenance, cleaning and testing of any respiratory protective equipment or local exhaust ventilation that may be required; and
- (h) recommendations for dealing effectively and lawfully with waste arising from the Goods, including, but not limited to, the means of disposal.

12 Delivery

12.1 The Supplier shall, unless otherwise agreed in writing between the Supplier and the Company or relevant Goods Recipient, deliver to, off-load and place the Goods at the Delivery Point on the Delivery Date or if the Company expressly agrees in writing otherwise before the Delivery Date. If the Supplier fails to deliver to and off-load any Goods at the correct Delivery Point (otherwise than by reason of fault on the part of the Company or the relevant Goods Recipient), the Supplier shall be solely responsible for the costs of correctly re-delivering to and off-loading such Goods accordingly.

12.2 The ownership of and risk in the Goods shall remain with the Supplier and shall not pass to the Company or the relevant Goods Recipient until the Goods have been delivered to the Delivery Point in accordance with clause 12.1, and signed for by a duly authorised representative of the Company or the relevant Goods Recipient, whereupon ownership of and risk in the Goods shall automatically vest in the Company or the relevant Goods Recipient.

12.3 Without prejudice to clauses 13 (Right of Rejection and Cancellation) and 14 (Repair, Replacement and Refunds), all Goods must be properly packaged, labelled and secured in such a manner as to reach their destination in good condition, undamaged and otherwise in accordance with the provisions of these Conditions.

12.4 Each Delivery of Goods shall be accompanied by a delivery note which quotes the Purchase Order number and adequately describes the Goods delivered including the quantity. The signing of the delivery note by the Company or the relevant Goods Recipient shall be proof only of the actual receipt of the Goods, and such signing shall not constitute or be deemed to constitute either inspection or acceptance of the Goods and shall not prejudice the right of the Company or the relevant Goods Recipient to subsequently reject the Goods. The Supplier shall not be entitled to payment for any Goods unless a duly authorised representative of the Company or the relevant Goods Recipient has signed the relevant delivery note.

12.5 Unless otherwise agreed in writing between the Company or the relevant Goods Recipient and the Supplier, the Supplier will deliver the Goods on the Delivery Date and at the time or times or between the hours specified in the Purchase Order or as otherwise confirmed in writing by the Company. If no date, time and/or hours are specified in the Purchase Order or otherwise confirmed by the Company then the Supplier shall deliver the Goods on a Business Day between the hours of 09:00 to 17:00 inclusive.

12.6 Subject to clause 23 (Force Majeure) where the Supplier fails to supply and deliver any Goods in accordance with the Contract by their respective Delivery Date the Supplier shall pay on demand to the Company or the relevant Goods Recipient any amounts stated in the Purchase Order or otherwise confirmed by the Company in writing by way of liquidated damages, with respect to each day following such Delivery Date until and including the earlier of either:

- (a) the date of actual Delivery of all relevant Goods in accordance with the provisions of these Conditions (save only with respect to the time of delivery); or
 - (b) if the Company has terminated the Contract under clause 20 the date of such termination or, if the Company has given notice of cancellation under clause 13.1, the date of such notice of cancellation,
- and the amount payable by the Supplier under this clause 12.6 shall be a debt immediately due and payable from the Supplier to the Company or the relevant Goods Recipient.

12.7 If the Company or the relevant Goods Recipient claims (and is duly paid) liquidated damages from the Supplier under clause 12.6 then, without prejudice to the right of the Company to terminate for material breach under clause 20.3 (if applicable), such liquidated damages shall be without prejudice to any other right or remedy of the Company or the relevant Goods Recipient for the Supplier's failure to deliver such Goods by their Delivery Date.

12.8 Where the Supplier is not registered for VAT in the United Kingdom then clauses 12.1 and 12.2 shall not apply. Instead, the following shall apply:

(a) unless otherwise specified in the Purchase Order or confirmed by the Company in writing, the Goods shall be delivered by the Supplier to the Company DPU Incoterms at the Delivery Point (where Incoterms means the Incoterms Rules 2020, published by the International Chamber of Commerce). Accordingly, the Supplier shall deliver to, off-load and place the Goods at the Delivery Point on the Delivery Date, or if the Company expressly agrees in writing, otherwise before the Delivery Date;

(b) title to the Goods shall pass to the Company and shall automatically vest in the Company immediately prior to the Goods arriving at the United Kingdom border (and accordingly, the Company shall be the importer of record of such Goods), but the transfer of title shall be without prejudice to the Supplier's continuing obligation to deliver the same, and retention of risk in the Goods, until delivered in accordance with sub-clause (a) above;

(c) if the Supplier fails to deliver any Goods in accordance with sub-clause (a) (otherwise than by reason of fault on the part of the Company or the relevant Goods Recipient), the Supplier shall be solely responsible for the costs of correctly re-delivering to and off-loading such Goods accordingly.

13 Right of Rejection and Cancellation

13.1 Without prejudice to any of the other rights, powers or remedies of the Company or any relevant Goods Recipient (whether express or implied), if the Supplier fails to deliver or delays in delivering any Goods (or any part of them) by their relevant Delivery Date, or if the Supplier is otherwise in breach of these Conditions then the Company or relevant Goods Recipient may (but will not be so obliged), whether or not the Goods (or any part of them) have been accepted by the Company or relevant Goods Recipient, by notice to the Supplier:

- (a) cancel the whole or any part of the Purchase Order which remains to be fulfilled; and/or
- (b) without prejudice to clause 12.6, recover from the Supplier all additional costs, losses and expenses reasonably incurred by the Company or relevant Goods Recipient which is properly attributable to the Supplier's failure to deliver or delay in delivering the Goods by their Delivery Date or which arises from its breach of these Conditions or the termination of the Contract pursuant to clauses 20.2 or 20.3 including, without limitation, all additional costs incurred by the Company or relevant Goods Recipient in obtaining the Goods (or any part of them) in substitution from an alternative supplier.

13.2 If any of the Goods, or the packaging or the labelling of the Goods, delivered by the Supplier do not conform with the provisions of these Conditions, whether because they do not comply with the Specification or because they do not comply with the quantity, size or other measurement stated in the Purchase Order or confirmed in writing by the Company or because they are not of satisfactory quality or fit for their purpose, or they do not so conform for any other reason the Company or relevant Goods Recipient shall, without prejudice to any of its other rights, powers or remedies, (including those under clause 12.6) have the right to reject such Goods by notice to the Supplier within twenty (20) Business Days of the date of their delivery. The Company or relevant Goods Recipient shall also have the right to reject the Goods (as though they had never been accepted) during a period of twenty (20) Business Days after any latent defect in the Goods has become apparent.

13.3 The making of payment by or on behalf of the Company or relevant Goods Recipient to the Supplier shall not prejudice the rights of cancellation or rejection of the Company or relevant Goods Recipient under clauses 13.1 or 13.2.

13.4 When returning rejected Goods, the Company or the relevant Goods Recipient shall be entitled to return such Goods to the Supplier at the risk and cost of the Supplier.

14 Repair, Replacement and Refunds

14.1 Without prejudice to any of the other rights, powers or remedies of the Company or relevant Goods Recipient, if the Company or relevant Goods Recipient:

(a) rejects any Goods in accordance with clause 13.2; or
(b) notifies the Supplier of a breach of warranty under clause 3.3 in respect of any Goods, then the Supplier shall, at the sole option of the Company or relevant Goods Recipient and at the Supplier's sole cost, and as soon as reasonably practicable (but in any event within twenty (20) Business Days of receipt of a notice under clause 13.2 or 14.1(b) (as the case may be)) perform the obligations detailed in clause 14.2 below with respect to those Goods which are the subject of such a notification.

14.2 The Supplier shall, in the circumstances detailed in clause 14.1 above, and with respect to such Goods as are the subject of a notice from the Company or relevant Goods Recipient either (at the Company's option):

(a) repair them;
(b) replace them;
(c) pay to or credit the Company or relevant Goods Recipient with a refund of the price paid in respect of them; or
(d) provide a combination of the remedies set out above in this clause 14.2, in each case unless:

(i) the Company or relevant Goods Recipient has materially altered, installed, used or stored such Goods contrary to any reasonable instructions provided by the Supplier to the Company or relevant Goods Recipient; and

(ii) the rejection under clause 13.2 or the breach of warranty under clause 3.3 is wholly attributable to such alteration, installation, use or storage.

14.3 All repaired or replacement Goods shall themselves be subject to the provisions of clauses 14.1 and 14.2 above, until the expiry of a period of either eighteen (18) Months from the date of delivery or twelve (12) Months from the date of such Goods being put into use (whichever is the earlier to expire).

14.4 The Company or relevant Goods Recipient shall not be obliged to return to the Supplier any Goods to be replaced by the Supplier prior to delivery of the replacement Goods. When returning Goods for repair, replacement or refund, the Company or relevant Goods Recipient shall be entitled to return such Goods to the Supplier at the risk and cost of the Supplier.

14.5 The Company or relevant Goods Recipient may (but shall not be obliged to) give the Supplier a reasonable opportunity to repair or replace any Goods pursuant to clause 14.2. However, if the Supplier is unable or unwilling or fails to provide replacement Goods or to repair Goods pursuant to clause 14.2 so that they conform with the Contract within such period as the Company or relevant Goods Recipient shall reasonably determine is necessary, nothing shall prevent the Company or relevant Goods Recipient from purchasing replacement Goods from or having Goods repaired by an alternative supplier and to recover from the Supplier all additional costs, losses and expenses reasonably incurred by the Company or relevant Goods Recipient which is properly attributable to the Company or relevant Goods Recipient obtaining replacement or repaired Goods from such alternative supplier.

15 Company Property

15.1 All equipment, tools, drawings, specifications, data, dies, moulds and other materials (and all copyright, design rights or any other Intellectual Property Rights subsisting in or relating to the same), whether supplied by or on behalf of the Company or relevant Goods Recipient to the Supplier or used by the Seller specifically in the manufacture of the Goods:

(a) shall at all times be and shall remain the exclusive property of the Company or the relevant Goods Recipient;

(b) shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Company or the relevant Goods Recipient; and

(c) shall not be disposed of other than in accordance with the written instructions of the Company or the relevant Goods Recipient nor used otherwise than as authorised by the Company in writing.

16 Access and the Supplier's Equipment

16.1 The Company or relevant Goods Recipient shall use its reasonable endeavours to allow authorised personnel of the Supplier, at all reasonable times and by prior arrangement in writing with the Company or relevant Goods Recipient, such access to the whole or any parts of the Delivery Point (but not necessarily exclusive access) as may be necessary for the supply, delivery and off-loading of the Goods.

16.2 The Supplier shall be responsible for ensuring that no other part of the Delivery Point is entered by its personnel or contractors and that use is made only of such roads, routes and facilities as the Company or relevant Goods Recipient may from time to time authorise in writing.

16.3 Except as otherwise agreed in writing by the Company or relevant Goods Recipient and the Supplier:

(a) the Supplier shall at its own risk and expense provide everything necessary for the supply, delivery and off-loading of Goods including but not limited to the provision of the Supplier's Equipment;

(b) all Supplier's Equipment shall remain the responsibility and at the risk of the Supplier who shall be liable for its delivery, off-loading, loading, maintenance, care, safety, storage and removal; and

(c) the Supplier shall remove all Supplier's Equipment from the Delivery Point at the end of each of its visits and leave the Delivery Point in an undamaged, clean, tidy and safe condition.

16.4 The Supplier, in providing the Goods, shall ensure that there is no avoidable interference with the operations of the Company or any Goods Recipient (or of any company within the United Utilities Group or of their contractors or other suppliers or with the use and enjoyment of any public rights or of any property (whether or not such property is owned by the Company)) and shall use its best endeavours to minimise the nature and duration of any unavoidable interference.

17 LIABILITY

17.1 SUBJECT TO CLAUSE 17.4 BELOW, NEITHER THE COMPANY NOR ANY OF THE GOODS RECIPIENTS SHALL BE LIABLE FOR ANY OF THE FOLLOWING LOSSES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, RESTITUTION, UNDER ANY INDEMNITY OR OTHERWISE:

(a) ANY LOSS OF PROFITS, INTEREST, GOODWILL, BUSINESS OPPORTUNITY, BUSINESS REVENUE OR ANTICIPATED SAVINGS (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL IN NATURE); OR

(b) ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES, WHETHER OF THE SUPPLIER OR ANY THIRD PARTY AND HOWSOEVER ARISING OUT OF OR IN CONNECTION WITH THESE CONDITIONS, EVEN IF SUCH LOSSES WERE FORESEEABLE AND NOTWITHSTANDING THAT IT HAD BEEN ADVISED OF THE

POSSIBILITY THAT SUCH LOSSES WERE IN THE CONTEMPLATION OF THE SUPPLIER OR ANY THIRD PARTY.

17.2 THE SUPPLIER SHALL INDEMNIFY AND KEEP INDEMNIFIED, DEFEND AND HOLD HARMLESS THE COMPANY AND EACH GOODS RECIPIENT AND IN EACH CASE THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL LOSSES INCURRED OR SUFFERED BY ANY OF THEM TO THE EXTENT RESULTING DIRECTLY OR INDIRECTLY FROM, OR CONNECTED IN ANY WAY WITH ANY OF THE MATTERS LISTED BELOW (WHETHER OR NOT SUCH LOSSES WERE FORESEEABLE AT THE DATE OF ENTERING THESE CONDITIONS):

(a) ALL LOSSES AWARDED AGAINST THE COMPANY OR ANY GOODS RECIPIENT ARISING OUT OF OR IN RESPECT OF OR CAUSED OR CONTRIBUTED TO BY THE GOODS, THE SUPPLIER'S EQUIPMENT AND/OR THE SUPPLIER'S BREACH OF THESE CONDITIONS (AND INCLUDING, WITHOUT LIMITATION, ANY SUCH LOSSES ARISING FROM ANY DEFECTS IN THE GOODS AND/OR THE SUPPLIER'S EQUIPMENT);

(b) ANY CLAIM THAT THE GOODS, AND/OR INTELLECTUAL PROPERTY RIGHT PROVIDED OR LICENSED BY OR ON BEHALF OF THE SUPPLIER TO THE COMPANY OR ANY GOODS RECIPIENT, OR THE USE, MANUFACTURE, SUPPLY, REPRODUCTION OR EXPLOITATION OF ANY OF THE SAME BY OR ON BEHALF OF ANY SUCH PARTIES, INFRINGES A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS (SUPPLIER INTELLECTUAL PROPERTY INFRINGEMENT);

(c) ANY ACT OR OMISSION (INCLUDING NEGLIGENCE, WILFUL DEFAULT OR DISHONESTY) OF THE SUPPLIER OR ITS AGENTS, EMPLOYEES OR SUB-CONTRACTORS;

(d) ANY FAILURE OF THE SUPPLIER TO COMPLY WITH ANY APPLICABLE LAWS;

(e) ANY DEATH OF OR PERSONAL INJURY TO ANY EMPLOYEES, AGENTS, SUB-CONTRACTORS OR OTHER PERSONS OF THE SUPPLIER OR THE COMPANY OR ANY GOODS RECIPIENT, OR TO ANY THIRD PARTY, TO THE EXTENT CAUSED BY ANY ACT, OMISSION OR DEFAULT OF THE SUPPLIER AND/OR ANY OF ITS SUB-CONTRACTORS;

(f) ALL LOSSES (INCLUDING, WITHOUT LIMITATION, IN RELATION TO ALLEGATIONS OF UNFAIR DISMISSAL, BREACH OF CONTRACT, SEX, RACE, DISABILITY OR AGE DISCRIMINATION, EQUAL PAY, REDUNDANCY PAYMENTS, PROTECTIVE AWARDS, AWARDS PURSUANT TO REGULATIONS 12 AND 15 OF TUPE, ANY OTHER CLAIM UNDER THE EMPLOYMENT RIGHTS ACT 1996 OR THE TRADE UNION AND LABOUR RELATIONS (CONSOLIDATION) ACT 1992 OR THE WORKING TIME REGULATIONS 1998) HOWSOEVER AND WHENEVER ARISING UNDER OR IN CONNECTION WITH TUPE IN RESPECT OF ALL AND ANY EMPLOYEES OF THE SUPPLIER OR ANY OF ITS SUB-CONTRACTORS OR ANY REPRESENTATIVES OF SUCH EMPLOYEES INCLUDING, IN RESPECT OF THE SUPPLIER'S COMMENCEMENT OF THIS CONTRACT AND INCLUDING, FOR THE AVOIDANCE OF DOUBT, ON OR AFTER THE EXPIRY OR TERMINATION OF THIS CONTRACT (WHETHER IN WHOLE OR IN PART). THE SUPPLIER SHALL INDEMNIFY AND KEEP INDEMNIFIED AND HOLD HARMLESS THE COMPANY AND ANY THIRD PARTY PROVIDING REPLACEMENT GOODS AGAINST SUCH LOSSES AFTER THE TERMINATION (WHETHER IN WHOLE OR IN PART) OF THIS CONTRACT; AND/OR

(h) ANY BREACH BY THE SUPPLIER OF ITS OBLIGATIONS UNDER THE FOLLOWING CLAUSES OF THESE CONDITIONS:

(i) CLAUSE 8 (CONFIDENTIALITY);

(ii) CLAUSE 11 (HAZARDOUS GOODS); AND/OR

(iii) CLAUSE 24 (BRIBERY, CORRUPTION, MODERN SLAVERY AND TAX).

17.3 THE SUPPLIER SHALL NOTIFY THE COMPANY AS SOON AS IT KNOWS OR BECOMES AWARE OF ANY EVENT ARISING IN CONNECTION WITH THESE CONDITIONS WHICH IT BELIEVES MAY GIVE RISE TO A CLAIM UNDER THE PROVISIONS OF THIS CLAUSE 17 AND THE SUPPLIER SHALL NOT MAKE ANY ADMISSIONS WHICH MAY BE PREJUDICIAL TO THE DEFENCE OR SETTLEMENT OF ANY THIRD PARTY CLAIM, ALLEGATION, DEMAND OR ACTION IN CONNECTION WITH ANY INDEMNITIES GIVEN IN THESE CONDITIONS.

17.4 NOTHING IN THESE CONDITIONS EXCLUDES OR LIMITS THE LIABILITY OF:

(a) EITHER PARTY OR ANY GOODS RECIPIENT FOR DEATH OR PERSONAL INJURY CAUSED BY ITS OWN NEGLIGENCE (OR THE NEGLIGENCE OF ITS DIRECTORS, EMPLOYEES, AGENTS OR SUB-CONTRACTORS), FOR FRAUDULENT MISREPRESENTATION BY IT, FOR FRAUD OR FOR ANY MATTER FOR WHICH IT WOULD BE ILLEGAL FOR THAT PARTY TO EXCLUDE OR TO ATTEMPT TO EXCLUDE ITS LIABILITY; NOR

(b) THE SUPPLIER WITH RESPECT TO LOSSES FOR WHICH THE SUPPLIER PROVIDES AN INDEMNITY IN ACCORDANCE WITH CLAUSE 17.2.

17.5 SUBJECT TO CLAUSES 17.1 AND 17.4, THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ALL OF THE GOODS RECIPIENTS (INCLUDING ALL OF THEIR EMPLOYEES, SERVANTS, AGENTS OR SUB-CONTRACTORS) HOWSOEVER ARISING UNDER OR IN CONNECTION WITH THESE CONDITIONS AND WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) BREACH OF STATUTORY DUTY, RESTITUTION, UNDER ANY INDEMNITY OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT SET OUT IN THE PURCHASE ORDER OR 10% OF THE PRICES PAYABLE BY THE COMPANY UNDER THE CONTRACT IF NO AMOUNT IS STATED IN THE PURCHASE ORDER.

17.6 SUBJECT TO CLAUSE 17.4, NEITHER THE COMPANY NOR ANY GOODS RECIPIENT NOR ANY OF THEIR AGENTS OR EMPLOYEES SHALL BE LIABLE TO THE SUPPLIER, ANY OF ITS SUB-CONTRACTORS OR ANY THIRD PARTY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), UNDER STATUTE OR OTHERWISE AS A RESULT OF ANY OF THE INFORMATION PROVIDED TO THE SUPPLIER OR ANY OF ITS SUB-CONTRACTORS PRIOR TO THE COMMENCEMENT DATE BEING INCOMPLETE OR INACCURATE.

17.7 THE COMPANY AND THE SUPPLIER ACKNOWLEDGE THAT THE ABOVE PROVISIONS OF THIS CLAUSE 17 (LIABILITY) ARE REASONABLE AND ARE REFLECTED IN THE CONTRACT PRICE.

18 Insurance

18.1 The Supplier shall maintain (at its sole cost) adequate insurance cover to meet any liabilities which may arise with respect to its performance or failure to perform its obligations under these Conditions for such period as is necessary to ensure that insurance is provided for all such liabilities irrespective of when any claim in relation to any such liability is made (Insurances).

18.2 The Supplier shall in relation to all of the Insurances provide to the Company on request evidence in the form of a current insurance broker's letter that the premiums have been paid and that the Insurances are in full force and effect.

18.3 If the Supplier is in breach of clause 18.1 the Company may itself pay any premiums or may procure such Insurances and then recover such sums, together with any expenses, from the Supplier.

19 Assignment and Sub-Contracting

19.1 The Supplier shall not assign nor otherwise transfer, nor sub-contract, any of its rights or obligations under the Contract (in whole or in part) without the prior written consent of the Company, which shall not be unreasonably withheld.

19.2 If the Supplier sub-contracts any part of the provision of the Goods, then the Supplier shall not be relieved from any liability or obligation whatsoever under the Contract, and the Supplier shall be fully responsible for the acts, omissions or defaults of any sub-contractor (and its employees) as if they were the acts, omissions or defaults of the Supplier.

19.3 The Company shall have the right to assign the benefit or novate the benefit and the burden of the Contract in whole or in part to any third party provided always that in the case of any assignment the Company shall serve notice of the assignment upon the Supplier within 10 (ten) Business Days of completing such an assignment. The Supplier agrees that it shall enter into such form of agreement as the Company may reasonably require to effect the novation by the Company of any of its obligations under the Contract to a third party and to release the Company from its obligations and liabilities hereunder.

20 Termination

20.1 The Company may terminate this Contract for convenience at any time on serving 30 days notice to the Supplier in writing.

20.2 The Company may (without prejudice to any of its other rights, powers or remedies) terminate immediately by notice to the Supplier upon the occurrence the Supplier suffering any Event of Insolvency.

20.3 Either Party shall have the right to terminate the Contract immediately by notice to the other Party if the other Party is in material breach of these Conditions and either such breach is incapable of remedy or, where such breach is capable of remedy, the other Party fails to remedy such breach within ten (10) Business Days of the date of service of a notice specifying the breach and requiring it to be remedied.

20.4 Termination or expiry of this Contract shall not prejudice any rights, powers or remedies of either Party which have arisen on or before the date of termination or expiry and shall not affect the coming into force or the continuation in force of any term that is expressly or by implication intended to come into or continue in force. Upon the termination or expiry of this Contract each Party shall (if required by the other Party) promptly return to the other all Materials and other property of the other held by it and the Supplier shall (if required by the Company) remove all Supplier's Equipment remaining on any premises owned or occupied by the Company or any Goods Recipient in accordance with clause 16.3(c) and shall otherwise immediately cease to exercise the rights granted under clause 16.1 (if any).

20.5 The Supplier shall following termination of this Contract co-operate with and provide the Company and the Goods Recipients with such information, advice and/or ongoing assistance as the Company may require (at the Company's request and, if terminated by the Company other than pursuant to clause 20.1, at the Supplier's expense) in order to ensure that such termination and its consequences causes the minimum disruption to the business, affairs and responsibilities of the Company and the Goods Recipients, and in order to enable a smooth and seamless transition in the supply of the Goods.

20.6 For the avoidance of doubt, the Company shall not be obliged to pay any cancellation charge or other compensation to the Supplier (including, without limitation, in respect of redundancy payments for the Supplier's employees or loss of profits) by reason solely of termination of the Contract by the Company.

21 Notices

21.1 All notices to be given to a Party under these Conditions shall be in writing in English and shall be marked for the attention of the person, and delivered by hand or sent by first class pre-paid post to the address detailed in the Purchase Order. All notices sent to the Company must

also be copied to the Company Secretary and Head of Legal at the Company's registered office address. A Party may change the details recorded for it in this clause by notice to the other in accordance with this clause 21.1.

21.2 A notice shall be treated as having been received: if delivered by hand between 9.00 am and 5.00 pm on a Business Day (**Business Hours**), when so delivered; and if delivered by hand outside Business Hours, at the next start of Business Hours; and if sent by first class post, at 9.00am on the Business Day after posting if posted on a Business Day, and at 9.00am on the third Business Day after posting if not posted on a Business Day.

22 Contracts (Rights of Third Parties) Act 1999

22.1 Save as may be expressly provided for herein, this Contract is only enforceable by the original Parties to it and by their successors in title and permitted assignees and any rights of any other person to enforce or rely upon any term of these Conditions pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded.

22.2 Subject to clause 22.4, each Goods Recipient may bring a claim under this Contract in combination with any number of other Goods Recipients or independently of any other Goods Recipient. For the avoidance of doubt any Goods Recipient(s) may bring a claim under this Contract through the Company in accordance with clause 22.3.

22.3 With respect to any term of this Contract which is expressly or impliedly intended to benefit any Goods Recipient:

(a) the Parties agree that the Company may, as agent acting on behalf of such Goods Recipient, enforce on behalf of that Goods Recipient any such term and recover, in accordance with the provisions of these Conditions, any Losses suffered by that Goods Recipient in connection with any breach of such term by the Supplier; and

(b) the Supplier hereby acknowledges for the purposes of these Conditions that such Losses shall be directly recoverable by the Company on behalf of such Goods Recipient in the manner described above.

22.4 If any person who is not a Party to the Contract is stated to have the right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, the Parties may rescind or vary the Contract (and any documents entered into pursuant to or in connection with it) without the consent of that person.

23 Force Majeure

23.1 Neither Party to the Contract shall be deemed to be in breach of these Conditions or otherwise liable to the other Party in any manner whatsoever for any failure or delay in performing its obligations under these Conditions to the extent (and solely for the duration) that the same is caused by reason of Force Majeure.

23.2 If a Party is unable to perform any of its obligations under these Conditions by reason of Force Majeure then it shall give written notice to the other Party, specifying the nature, extent and anticipated impact of the Force Majeure, immediately on becoming aware of the Force Majeure and will at all times use all reasonable endeavours to mitigate the severity of the Force Majeure. The Company shall only be obliged to pay the Supplier for the Goods actually Delivered and provided in compliance with the provisions of the Contract during the Force Majeure.

23.3 Immediately upon the cessation of the Force Majeure the Party affected shall serve a notice informing the other Party in writing that the Force Majeure has ceased. The Party affected shall thereafter immediately resume full performance of its obligations under these Conditions save where the Company has terminated this Contract in accordance with clause 23.4 below.

23.4 If pursuant to this clause 23 (Force Majeure), the Supplier is excused from the performance of the Contract (or any part) for a period exceeding 30 days, then the Company

may terminate this Contract affected by the Force Majeure by giving written notice of termination to the Supplier.

24 Bribery, Corruption, Modern Slavery and Tax

24.1 The Supplier warrants, represents and undertakes that no offence under the Bribery Act 2010 (**Bribery Act**) has been or will be committed by:

- (a) the Supplier; or
- (b) any associated person of the Supplier,

in connection with the procurement or implementation of this Contract.

24.2 For the purposes of clause 24.1(b), the definition of **associated person** in section 8 of the Bribery Act applies.

24.3 If at any time the Supplier:

- (a) has knowledge of, or has reasonable grounds to suspect the occurrence of, a breach of the warranty in clause 24.1; or
- (b) becomes the subject of any investigation in connection with the Bribery Act; or
- (c) becomes the subject of any other investigation in respect of any (or any suspected) wrong doing or impropriety; or
- (d) becomes aware of any equivalent investigation (as falls within clause 24.3(b) or 24.3(c)) in respect of its employees, or sub-contractors or any other associated person,

the Supplier (unless prohibited by Applicable Laws) shall promptly notify the Company in writing of such matters within its knowledge, or of such grounds for suspicion, and (where clause 24.3(a) applies) shall co-operate with the Company in the investigation of the breach or suspected breach of the same.

24.4 Similarly, the Supplier shall promptly inform the Company of any genuine and substantiated allegation, serious complaint or verifiable information in respect of any corruption related offence relating, in some way, to this Contract or to the Goods (including, without limitation, any offence under the Bribery Act and/or any offence or practice relating to corruption, fraud, coercion, collusion, obstruction, money laundering and/or the financing of terrorism).

24.5 The Supplier shall:

- (a) comply with all Applicable Laws, relating to modern slavery including but not limited to the Modern Slavery Act 2015 (the "**Relevant Modern Slavery Requirements**");
- (b) not do or omit to do any act or thing which causes or may cause the Supplier, the Company or any UU Group Member to be in breach of and/or to commit an offence under any Relevant Modern Slavery Requirements; and
- (c) notify the Company as soon as reasonably practicable of any breach of this clause.

24.6 The Supplier shall in any event comply with all Applicable Laws, including tax laws, and shall not do or omit to do anything that causes the Company to breach any Applicable Law.

24.7 If any amount paid or due to the Company under the Contract is liable to taxation, the Supplier shall pay the Company such further sum as ensures that the net amount received and retained by the Company equals the full amount which would have been received and retained by it but for that tax liability.

24.8 The Supplier shall account to HMRC for any VAT payable on sums due under the Contract (and where relevant, the Company is an "end user" for the purposes of Section 55A of the VAT Act 1994, the Domestic Reverse Charge for Construction).

24.9 Breach of this clause 24 is a material breach by the Supplier which is not capable of remedy.

24.10 This clause 24 shall survive the expiry or termination (for any reason) of this Contract (or of the Supplier's engagement under it).

General

25.1 Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of these Conditions.

25.2 No failure to exercise, nor any delay in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy hereunder, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

25.3 Nothing in these Conditions is to be construed as establishing or implying any partnership or joint venture between the parties, or as appointing any party as the agent or employee of any other party.

25.4 If any provision of these Conditions is declared by a judicial or other competent authority to be wholly or partly void, voidable, illegal or otherwise unenforceable that provision shall be deemed to be severed from these Conditions and will not affect any other provisions of these Conditions, which will remain in full force and effect, and enforceable to fullest extent permitted by law. The Parties will in good faith endeavour to agree to amend these Conditions to reflect as nearly as possible the spirit and intention behind the void, voidable, illegal or otherwise unenforceable provision but so that the amended provision complies with English law.

25.5 The Contract (together with all other documents to be entered into pursuant to it) sets out the entire agreement and understanding between the parties, and supersedes all proposals and prior agreements, arrangements, course of dealings and understandings between the parties, whether written or oral, relating to its subject matter.

25.6 Each party acknowledges that in entering into the Contract (and any other document to be entered into pursuant to it) it does not rely on any representation, warranty, collateral contract or other assurance of any person (whether party to the Contract or not) that is not set out in these Conditions or the documents referred to in it. Each Party waives all rights and remedies which, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral agreement or other assurance. The only remedy available to any party in respect of any representation, warranty, collateral contract or other assurance that is set out in these Conditions (or any document referred to in it) is for breach of contract under the terms of these Conditions (or the relevant document) and where any factual circumstances give rise both to a claim for breach of this contract and for misrepresentation the parties agree that the innocent party's remedies shall be limited to those for breach of contract and shall not extend to any remedy for or in respect of representation. Nothing in these Conditions shall, however, limit or exclude any liability of either Party for fraud or fraudulent misrepresentation.

25.7 Save as expressly indicated otherwise, all rights, powers and remedies granted to the Parties and/or the Goods Recipients shall be cumulative and without prejudice to any other right, power or remedy of the Company and/or the Goods Recipients and no single or partial

exercise of any right, power or remedy shall restrict or prejudice any other or further exercise of it or the exercise of any other right, power or remedy available to it.

25.8 Subject to clause 22 (Contracts (Rights of Third Parties) Act 1999), no variation of the provisions of these Conditions shall be valid unless in writing signed by a duly authorised senior manager of the Company and a duly authorised representative on behalf of the Supplier.

25.9 The Contract shall be governed by the laws of England and Wales and the parties agree that the courts of England and Wales shall have exclusive jurisdiction over any claim or matter arising out of or in connection with the Contract, save that nothing in these Conditions shall limit the right of the Company and any Recipients to take proceedings against the Supplier in any other court of competent jurisdiction, whether concurrently or not.