



Commercial in Confidence

1.0 Definitions

- The "Buyer" means "Manx Telecom Trading Limited" or a member of "MT" group of companies who is placing the official Purchase order and its employees, sub-contractors or agents.
- The "Supplier" means the person, firm or company to whom the official Purchase Order is addressed and any employees, sub-contractors or agents of said person, firm or company.
- "Goods" means the materials, articles, works and services described in the Agreement.
- "Package" means any type of package including bags, cases, carboys, cylinders, drums, pallets, tank wagons and other containers.
- "Authorised Officer" means the Buyer's employee authorised, either generally or specifically, by the Buyer to enter into an agreement to purchase products or services and to sign the Buyer's Purchase Order.
- "Contract" means an agreement creating obligations enforceable by law.
- "Purchase Order" means the Buyer's authorised Purchase Order.
- "Order Amendment" means the Buyer's authorised Order Amendment or series of Order Amendments, each order amendment having precedence over any earlier Order Amendment in accordance with condition 26 below.
- "Price" has the meaning given in condition 3 below.
- "PCI DSS" Payment Card Industry Data Security Standard and adherence
- "Reasonable" shall mean in accordance with the legal definition "Fair, proper, or moderate under the circumstances."
- "Sale of Goods Act 1979" shall mean the Sale of Goods Act 1979, as is amended by the Sale and Supply of Goods Act 1994 and the Sale of Goods (Amendment) Act 1995
- "Supply of Goods and Services Act 1982" shall mean the Supply of Goods and Services Act 1982 as amended by the Sale and Supply of Goods Act 1994
- "Health and Safety at Work etc Act 1974". Shall mean the Health and Safety at Work etc Act 1974 and associated regulations e.g. Personal Protective Equipment at Work Regulations 1992 and Provision and Use of Work Equipment Regulations 1998
- "Incoterms® 2020" means the rules for the use of domestic and international trade terms published by the International Chamber of Commerce and in force from 1 January 2020.
- "Cyber Security Incident" means any actual or reasonably suspected event that compromises, or is likely to compromise, the confidentiality, integrity, availability or resilience of information, systems, networks or services, including unauthorised access, disclosure, loss, alteration, malware, ransomware or denial of service.
- "Cyber Security" means the governance, technologies, processes, procedures and controls used to protect information, systems, networks and services from Cyber Security Incidents.
- "Applicable Data Protection Law" means the Isle of Man Data Protection Act 2018, the Data Protection (Application of GDPR) Order 2018 and implementing regulations, the UK GDPR and Data Protection Act 2018, the EU GDPR, and any replacement or related law applying to the processing. Terms including Controller, Processor, Data Subject, Personal Data, Personal Data Breach and Processing have the meanings given by the applicable law.
- "AI System" means any system using machine learning, generative artificial intelligence or similar automated techniques to generate content, predictions, recommendations or decisions.
- "Applicable Sanctions and Export Controls" means applicable trade, financial or economic sanctions, export controls and restricted-party requirements imposed by the Isle of Man, United Kingdom, United Nations, European Union or another competent authority relevant to the Agreement.



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2.0 The Agreement

All contracts made for the purchase of goods and/or supply of services to the company shall be deemed to incorporate these terms and conditions.

The Agreement shall not include any of the Supplier's Conditions of Sale, notwithstanding reference to them in any document. In the event of any conflict or apparent conflict these Terms and Conditions of Purchase shall always prevail over the Supplier's Terms and Conditions of Sale. Delivery of Goods or Services in response to a Purchase Order or Order Amendment shall be taken to imply that the Supplier has accepted the Terms and Conditions of the Agreement.

2.1 Supplier acceptance

By accepting a Purchase Order, delivering Goods or Services, or otherwise performing the Agreement, the Supplier confirms that it has read, understood and accepts these Terms and Conditions and the Supplier Code of Conduct. No Supplier terms apply unless expressly accepted in writing by an Authorised Officer of the Buyer.

2.2 Assurance and attestation

The Supplier shall, on reasonable request, confirm its compliance and provide proportionate supporting evidence. Suppliers classified by the Buyer as strategic, critical or high risk may be required to complete an annual attestation or assurance review.

2.3 Notification and remediation

The Supplier shall promptly notify the Buyer of any actual or reasonably suspected material breach of this Code, provide a proportionate remediation plan and report progress to closure. Notification does not relieve the Supplier of its obligations or liability.

3.0 Price

The Supplier will supply the Goods or Services in accordance with the price stated in the Agreement.

No increase to the prices shall be made unless agreed by the company initially in writing. The price shall be inclusive of the following: value added tax, sales tax, all other taxes, delivery, packaging, other charges and expenses that may arise.

4.0 Variations

The Buyer shall have the right, before delivery to send the Supplier an Order Amendment adding to, deleting or modifying the Goods, or Service to be provided. Where the Order Amendment will result in a change to the agreed price or delivery date the Supplier must notify the Buyer without delay, calculating the new price and delivery date at the same level of cost and profitability as the original price. The Supplier must allow the Buyer 10 business days to consider any new price and delivery date. The Order Amendment shall take effect when an Authorised Officer accepts in writing the new price and delivery date within the 10 business days stipulated. If an Authorised



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Officer fails to confirm the Order Amendment within the 10 business days stipulated, then performance of the original Agreement shall immediately resume as though the said Order Amendment had not been issued. This will not affect the Buyer’s right of cancellation in accordance with condition 5.

5.0 Buyer's right of rejection and cancellation

5.1

By giving notice within 10 business days of delivery, the Buyer shall be entitled to reject any Goods, which are not of the type or quality ordered, or in any respect not in accordance with the requirement of the Agreement. On notice of rejection, and at their expense, the Supplier shall recover the rejected goods from the Buyer within 10 business day of the notification of rejection.

5.2

In addition to the Buyer’s other rights of cancellation under this Agreement, the Buyer may cancel the Purchase Order and any Order Amendment thereto at any time by sending the Supplier a notice of termination. The Supplier will comply with any instructions that the Buyer may issue with regard to the Goods. If the Supplier submits a termination claim then the Buyer will pay the Supplier the costs of any commitments, liabilities or expenditure, excluding loss of profits, which in the Buyer’s reasonable opinion were a consequence of this cancellation. The total of all payments made or due to the Supplier under this Agreement, including any termination payment shall not exceed the price of the Goods. If the Supplier fails to submit a termination claim within 90 business days of the date of the Buyer’s notice of termination, then the Buyer shall have no further liability under the Agreement.

6.0 Substitutions

The Supplier is expected to supply all of the Goods covered within this Agreement. If the Supplier is unable to supply the exact type of Goods ordered, then the Supplier shall advise the Buyer accordingly and shall, with the prior agreement of the Buyer, supply alternative Goods of equal or better quality at the same prices as the Goods originally ordered.

7.0 Quality and Description

The goods shall:

- Conform in every respect with the provision of the Agreement
- Be capable of all standards of performance specified in the Agreement
- Be fit for any purpose made known to the Supplier expressly or by implication and in this respect the Buyer shall rely on the Supplier’s skill and judgement
- Be new unless otherwise specified on the Purchase Order and be of sound materials and skilled and careful workmanship
- Correspond to their description or any samples, patterns, drawings, plans and specifications referred to in this Agreement
- Be of satisfactory quality
- Comply with all current applicable standards, regulation and legislation

8.0 Supplier work on the buyer's premises

If the Agreement involves any works or services, which the Supplier performs on the Buyer’s premises, then the following conditions shall apply:

8.1 Sub-Contractors

The Supplier shall ensure that their employees, their sub-contractors and any other person acting on their behalf will adhere in every respect to the obligations imposed upon them by current legislation. In particular the “Health and Safety at Work etc Act 1974”.



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In addition any Sub-contractor or authorized agent is fully bound by the terms and conditions herein and any Data Protection principles and confidentiality.

8.2 Policy Compliance

The Supplier shall ensure that their employees, their sub-contractors and any other person acting on their behalf will comply with any policies, procedures, standards or instructions that the Buyer may notify to the Supplier in writing. This includes any matters relating to Health and Safety, GDPR, Modern Slavery, Anti-Bribery, Security and PCI DSS where relevant and or required.

9.0 Performance and Inspection

The Buyer will inform the Supplier of their classification within the Buyers Supplier Management System and in accordance with that classification and the requirements in schedule A:

9.1 Reporting

The Supplier shall at their expense provide any programmes of reporting and administration that the Buyer may reasonably require.

9.2 Audit Check

The Buyer shall have the right to audit, check or inspect the Supplier's works or the works of sub-contractors at all reasonable times, and to inspect or to reject Goods or Services that do not comply with the Agreement. The Supplier's sub-contractors shall reserve such rights for the Buyer. Where GDPR and or PCI relevant we reserve the right to check your protocols and adherence to key terms and conditions along process reviews as reasonably required.

9.3 Inspection

Any inspection or approval shall not relieve the Supplier from their obligations under this Agreement.

10.0 Safety

The Supplier shall observe all legal requirements of the Isle of Man, United Kingdom, European Union and relevant international agreements in relation to health, safety and the environment.

11.0 Delivery Charges

Unless the Purchase Order states otherwise, Goods shall be delivered Delivered Duty Paid (DDP) to the destination specified in the Purchase Order in accordance with Incoterms® 2020. The Supplier is responsible for all freight, export and import formalities, duties, taxes, packaging and charges allocated to the seller under DDP. Any amount incorrectly charged to the Buyer may be recovered from the Supplier.

Where the Purchase Order expressly specifies EXW, FCA or another Incoterms® 2020 rule, responsibility and risk shall be allocated under that stated rule and named place. Costs caused by the Supplier's failure to follow agreed delivery or routing instructions shall be borne by the Supplier.

12.0 Delivery

12.1

Goods shall be properly packed, secured and dispatched at the Supplier's expense in accordance with best industry practice to arrive in excellent condition at the time or times and the place or places specified in the Agreement.



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12.2

For each and every delivery made under this Agreement the Supplier shall issue a delivery note stating the full delivery address and a full and proper description of the Goods supplied, quantity and the Buyer's stated Purchase Order number. The delivery note shall accompany the Goods from the place of packing to the place of delivery.

Under no circumstances shall Goods be left at any premises unattended. Deliveries shall only be made during the Buyer's Business Hours.

If the Supplier fails to obtain a receipt from an authorised person, the Buyer disclaims all responsibility for the security of the Goods delivered.

12.3

The Supplier shall ensure that they retain documentation proof of delivery made. The Supplier shall allow sufficient time for Goods to be properly examined and to obtain any necessary receipts.

12.4

If the Supplier or their carrier delivers any Goods at the wrong time or to the wrong address, then the Buyer may deduct from the price any resulting costs of storage or transport.

13.0 Time is of the Essence and Late Delivery

13.1

The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence to the Agreement.

13.2

If the Goods or any part of Purchase Order are not delivered by the time or times specified in the Agreement then the Buyer might, by written notice, cancel any undelivered balance of the Goods. The Buyer may also return for full credit any Goods that in the Buyer's opinion cannot be used owing to this cancellation at the Supplier's expense. The Buyer may have the Goods supplied by alternative means and any additional costs reasonably so incurred shall be at the Supplier's expense. This shall not affect any other rights the Buyer has.

14.0 Ownership and Risk

14.1

The Supplier shall bear all risks of loss and damage to the Goods until they have been delivered and shall insure the Goods accordingly.

14.2

Ownership of the Goods shall pass to the Buyer:

- When the Goods have been delivered, without prejudice to the Buyer's right of rejection under this Agreement or
- If the Buyer makes any advance or stage payment, at the time such payment is made, in which case the Supplier must as soon as possible mark the Goods as the Buyer's property.

15.0 Acceptance

The Buyer shall have the right to reject the Goods in whole or in part whether or not paid for in full or in part within a reasonable time of delivery if they do not confirm with the requirements of this Agreement. It is agreed that the Buyer may exercise the right of rejection notwithstanding any provision contained in Section 11, Section 15A, Section 30 or Section 35 of the Sales of Goods Act 1979.



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The Buyer shall give the Supplier a reasonable opportunity to replace the Goods with new Goods that conform to this Agreement, after which time the Buyer shall be entitled to cancel the Purchase Order and purchase Goods equivalent to the original specification in this Agreement elsewhere and any additional costs reasonably incurred in the procurement of replacement Goods shall be at the Supplier's expense.

In the event of cancellation under this condition the Supplier shall promptly repay any monies paid under the Agreement without any retention or offset for whatever purpose. Cancellation of the Purchase Order under this condition shall not affect any other rights the Buyer may have.

The Supplier must collect all rejected Goods within 10 business days of notification of rejection by the Buyer or the Buyer shall return them to the Supplier at the Supplier's risk and expense.

16.0 Payment

The Buyer shall pay the price of the invoice within 30 days end of the month in which the invoice is received.

Payment will be scheduled for the first payment run following the net terms for the purchase order. If the invoice is not submitted in accordance with the companies' requirements, then this will result in delayed payment and/or rejection of the invoice.

The Buyer shall be entitled to set-off against any invoice, any amount that is owed by the Supplier.

If a dispute arises in regard to whole or part of the invoice, the Buyer will notify the Supplier. Once notice has been received, the Supplier shall issue a credit note to the value of the disputed amount. If a delay arising with issuing the credit note, this will result in a delay of payment of the undisputed sum.

Payment is subject to receipt of a valid and accurate invoice, delivery of the Goods and satisfactory completion of the Services in accordance with the Agreement. The Buyer may withhold only disputed amounts and shall pay undisputed amounts in accordance with the agreed payment terms.

Invoices shall be submitted promptly and, unless otherwise agreed in writing, no later than six months after the relevant delivery or completion date. Late invoices may be rejected where the delay materially prevents verification, accounting or customer recovery. Any card payment must comply with applicable PCI DSS requirements.

17.0 Recovery of Sums Due

Whenever under the Agreement any sums of money shall be recoverable from or payable by the Supplier, they may be deducted from any sums then due, or which at any later time becomes due to the Supplier under this Agreement or under any other Agreement the Supplier may have with the Buyer.

18.0 The Suppliers Warranty

18.1

The Supplier shall promptly make good at their expense any defect in the Goods that the Buyer discovers under proper usage during the first twelve months of actual usage or eighteen months from the date of acceptance by the Buyer, whichever period shall expire first.

Such defects may arise from the Supplier's faulty design, the Supplier's erroneous instructions as to use, or inadequate or faulty materials, or poor workmanship, or any other breach of the Supplier's obligations whether in this Agreement or in Law.

18.2

Repairs or replacements will themselves be covered by the above warranty, but for a period of twelve months from acceptance by the Buyer.

18.3

The Supplier will ensure that compatible spares are available to facilitate repairs (where applicable) for a period of at least five years



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from the date of delivery of the Goods.

18.4

The Supplier warrants that it shall comply with the Cyber Security and Supplier Assurance requirements in condition 32 throughout the term of the Agreement.

19.0 Confidentiality and Publicity

19.1

Both parties shall ensure that they, their employees, agents and sub-contractors shall observe the requirements of the Data Protection Act 2018 and all amendments or revisions thereto in the provision and use of the subject matter of the Agreement and shall comply with any request made or direction given to the other which is directly due to the requirements of such Act.

19.2

So far as it may be necessary for the performance of the Agreement or for the operation and maintenance of the subject matter of the Agreement each party may divulge any information to be kept confidential under condition 19 of this Agreement to their employees, agents and sub-contractors on a ‘need to know’ basis but undertake that they will take all steps necessary to ensure compliance by such employees, agents and sub-contractors with the obligations as to confidentiality expressed in this condition and will be responsible to

the other party for any failure by any employee, agent or sub-contractor to comply with such obligations whether such employee, agent or sub-contractor was aware of them or not.

19.3

The Supplier shall obtain the Buyer’s written consent prior to any publication, presentation, public announcement, or press release concerning its relationship as a supplier to the Buyer.

20.0 Indemnity and Insurance

20.1

The Supplier shall maintain, with reputable insurers, insurance appropriate to its activities, risks and obligations under the Agreement. Unless the Purchase Order specifies higher or different limits, this shall include employers’ liability at the statutory minimum; public and products liability of not less than £1,000,000 per claim; professional indemnity of not less than £1,000,000 where professional, advisory, design or technology services are supplied; and cyber liability of not less than £1,000,000 where the Supplier processes Buyer Data or accesses the Buyer’s systems. The Supplier shall provide evidence of cover on request and shall notify the Buyer of any material reduction, cancellation or non-renewal of relevant cover.

20.2

For the purpose of this Agreement, a “Claim” is any claim, demand, loss, damage, liability, cost or expense (including professional fees and costs as incurred) for which one party (the “Indemnifying Party”) may be obligated to defend, indemnify and hold the other



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party (the “Indemnified Party”) harmless.

20.3

The Supplier shall defend, indemnify and hold the Buyer harmless from and against any and all Claims as incurred, arising out of or in connection with any:

- I. Act or omission of Supplier (including its Subcontractors) in the performance of the Work; or
- II. Any infringement of a third party’s Intellectual Property Rights or any other rights.

20.4

The Buyer shall indemnify and hold Supplier harmless from and against any and all Claims as incurred, arising out of or in connection with:

- I. The Supplier’s use of the Buyers products or services in connection with the Work;
- II. Supplier’s use of information or materials provided to the Supplier by the Buyer; or
- III. Infringement of a third party’s Intellectual Property Rights or any other rights resulting from the Supplier’s adherence to the Buyer’s written instructions.

20.5

Each party will indemnify and hold the other party harmless from and against any and all Claims, as incurred, arising out of any negligent or willful acts or omissions of the Indemnifying Party which results in personal injury (including death) or damage to tangible property (not including lost or damaged data).

20.6

The Indemnified Party will provide the Indemnifying Party with prompt written notice of the Claim and permit the Indemnifying Party to control the defence, settlement, adjustment, or compromise of any Claim. The Indemnified Party may employ counsel at its own expense to assist it with respect to any Claim. The Indemnified Party will have no authority to settle any Claim on the Indemnifying Party’s behalf.



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20.7

If a third party enjoins or interferes with the Buyer’s use of any Work, then in addition to the Supplier’s obligations under condition 20.3, the Supplier will use its best efforts to:

- I. Obtain any licenses necessary to permit the Buyer to continue to use the Work;
- II. Replace or modify the Work as necessary to permit the Buyer to continue to use of the Work; or
- III. If (I) and (II) are not commercially reasonable, then
- IV. Promptly refund to the Buyer the amount paid for any Work for which a third party enjoins or interferes with the Buyer’s use of the Work.

20.8

Nothing in this Section shall limit any other remedy of the parties

21.0 Liability

21.1

NOTWITHSTANDING ANYTHING ELSE IN THE PURCHASE ORDER OR OTHERWISE, THE BUYER WILL NOT BE LIABLE TO THE SUPPLIER WITH RESPECT TO THE SUBJECT MATTER OF THE PURCHASE ORDER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS IN THE AMOUNT THE BUYER PAID TO THE SUPPLIER IN THE SIX MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH LIABILITY.

21.2

IN NO EVENT WILL THE BUYER BE LIABLE TO THE SUPPLIER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THE PURCHASE ORDER, WHETHER OR NOT THE BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

21.3

THE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. NOTHING IN THE PURCHASE ORDER LIMITS EITHER PARTY’S LIABILITY FOR BODILY INJURY OF A PERSON, DEATH, OR PHYSICAL DAMAGE TO PROPERTY OR ANY LIABILITY WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

21.4

No limitation of the Supplier’s liability applies unless expressly agreed in the Purchase Order or another Contract document signed by an Authorised Officer. Any agreed limitation shall not apply to liability that cannot lawfully be limited or to fraud, fraudulent misrepresentation, bribery, deliberate default, death or personal injury caused by negligence, infringement of third-party Intellectual Property Rights, or breach of confidentiality or Applicable Data Protection Law, except to the extent expressly and lawfully agreed.

22.0 Compliance with Law, Ethics and Economic Crime

22.1 General compliance

The Supplier shall comply with all laws, regulations and binding codes applicable to the Agreement and shall maintain proportionate policies, controls, training and records to demonstrate compliance.

22.2 Bribery, fraud and tax evasion

The Supplier shall not engage in bribery, corruption, fraud, money laundering, false accounting or the criminal facilitation of



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tax evasion. It shall maintain proportionate prevention procedures consistent with applicable anti-bribery, economic-crime and tax-evasion legislation, including the UK Bribery Act 2010, Criminal Finances Act 2017 and, where applicable, the Economic Crime and Corporate Transparency Act 2023.

22.3 Conflicts, gifts and hospitality

The Supplier shall disclose any actual, potential or perceived conflict of interest relating to the Agreement and shall not offer or accept gifts, hospitality, payments or other benefits intended, or reasonably capable of appearing, to improperly influence a decision. Reasonable and transparent business hospitality must comply with each party's applicable policy.

22.4 Sanctions and export controls

The Supplier shall comply with Applicable Sanctions and Export Controls; shall not knowingly use sanctioned or restricted persons, entities, countries, goods, software or technology in performing the Agreement; and shall promptly notify the Buyer if it or a material subcontractor becomes subject to a relevant restriction or investigation. The Buyer may suspend affected performance where reasonably necessary to avoid a legal or regulatory breach.

22.5 Reporting concerns

The Supplier shall maintain an appropriate means for workers and relevant third parties to raise concerns confidentially and without retaliation. It shall promptly report to the Buyer any credible allegation or confirmed breach materially connected with the Agreement and cooperate with a reasonable investigation.

23.0 Governing Law

The validity, interpretation, and performance of this Purchase Order shall be controlled by and construed under the laws of the Isle of Man. The Isle of Man Courts shall have exclusive jurisdiction over any claim arising under this Purchase Order.

24.0 Dispute Resolution

24.1

If any dispute or difference whatsoever shall arise between the parties in connection with or arising out of the Agreement either party may give 10 Business days' notice to resolve the dispute or difference through 'Alternative Dispute Resolution' (ADR) in accordance with the mediation procedure of the Centre for Dispute Resolution (CEDR). If the parties fail to agree terms of settlement of their dispute or difference within 60 Business days of the receipt of such notice or the party to whom the notice was given refuses to participate in the ADR procedure, then the matter shall be referred to Arbitration in accordance with condition 24.2.

24.2

Subject to condition 24.3 if any dispute or difference which may arise between the parties in connection with or arising out of the Agreement is referred to ADR mediation but is not so settled as specified in condition 24.1, then neither party shall give notice to the other and such dispute or difference shall be referred to Arbitration. The parties shall agree on the appointment of a single arbitrator within 10 Business days after the date of such notice or in default of agreement the arbitrator shall be nominated on the application of either party by the Chartered Institute of Arbitrators. The arbitration shall be conducted in accordance with the current arbitration rules as published by the Chartered Institute of Arbitrators (CI Arb) London.



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24.3

Excluded from arbitration are any proceedings brought by one party against the other which arise out of the failure by that other party to comply with the provisions of any binding agreement setting out the terms upon which the dispute or difference was settled as a result of or following from the ADR mediation procedure referred to in condition 24.1.

25.0 Notice

A notice under the Agreement shall be in writing and sent to the postal or email address stated in the Purchase Order or subsequently notified for contractual notices. It may be delivered by hand, tracked post or email. A notice is deemed received: when delivered by hand; at 09:00 on the second Business Day after posting within the British Isles or the fifth Business Day after international posting; or, for email, at 09:00 on the next Business Day provided no delivery-failure message is received. A termination, dispute or material-breach notice sent by email shall also be copied by hand or tracked post unless receipt is acknowledged. Cyber Security Incidents and Personal Data Breaches shall be notified using the operational contacts and timescales specified in conditions 32 and 27.A.

26.0 Amendment

No addition, alteration or substitution of these conditions will bind the Buyer or form part of the Agreement unless and until accepted in writing by the Authorised Officer of the Buyer.

27.0 General and Waiver Conditions

27.1

Notices and communications are governed by condition 25.

27.2

If Contract documents conflict, the following order of precedence applies unless expressly stated otherwise: an Order Amendment; the Purchase Order and any signed Statement of Work; expressly incorporated schedules; these Terms and Conditions; and other Buyer documents. Supplier terms are excluded unless expressly accepted in writing by an Authorised Officer.

27.3

Either party's election not to insist on strict performance of any requirement of the Purchase Order will not operate or be construed to waive any future omission or breach, or any other provision of the Purchase Order.



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27.A Data Protection

27.A.1 General

Each party shall comply with Applicable Data Protection Law. Where each party acts as an independent Controller, each is responsible for its own lawful basis, transparency, security, data-subject rights and regulatory obligations.

27.A.2 Processor obligations

Where the Supplier Processes Personal Data on behalf of the Buyer, the Supplier shall act only on the Buyer’s documented instructions, including for international transfers, unless required otherwise by law; ensure authorised personnel are subject to confidentiality; implement measures meeting Article 32 or its applicable equivalent; and immediately inform the Buyer if an instruction appears to infringe Applicable Data Protection Law.

27.A.3 Processing details

The subject matter, duration, nature and purpose of Processing, types of Personal Data and categories of Data Subject shall be recorded in the Purchase Order, Statement of Work or a data processing schedule. The Supplier shall not commence material Processing until these details and any required security or transfer arrangements are documented.

27.A.4 Sub-processors and transfers

The Supplier shall not appoint a sub-processor or materially change the country of Processing without the Buyer’s prior specific or general written authorisation. Where general authorisation is given, the Supplier shall provide reasonable advance notice of changes and an opportunity to object on reasonable data-protection grounds. Equivalent written obligations shall flow down to every sub-processor, and the Supplier remains fully responsible for its performance. International transfers require the Buyer’s prior approval and a lawful transfer mechanism.

27.A.5 Assistance and breach notification

Taking account of the nature of the Processing, the Supplier shall assist the Buyer with data-subject requests, security assessments, data protection impact assessments, prior consultation, regulatory enquiries and breach response. It shall notify the Buyer without undue delay and in any event within 24 hours of becoming aware of a Personal Data Breach affecting Buyer Personal Data, provide available details and regular updates, and preserve relevant evidence.

27.A.6 Return, deletion and assurance

At the Buyer’s choice, the Supplier shall return or securely delete Buyer Personal Data at the end of the Services, unless retention is required by law, and shall confirm completion on request. The Supplier shall maintain records sufficient to demonstrate compliance and allow proportionate audits and inspections in accordance with condition 32.8. These obligations survive for so long as the Supplier retains Buyer Personal Data.

28.0 Assignment and Sub-contracting

28.1

Neither party shall assign the Agreement or any of its rights or obligations thereunder without first having received the written approval of the other party, which approval shall not be unreasonably withheld (provided that the Buyer may assign the benefit of the Agreement to any of his associated or subsidiary companies or to any Corporate Customer of his choice).



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28.2

The Supplier shall not sub-contract the Agreement or any part thereof without having first obtained the written permission of the Buyer which shall not be unreasonably withheld provided that this restriction shall not apply to sub-contracts for materials or minor details or any part of the work to be performed or materials or equipment to be supplied for which the sub-contractor is named in the Agreement. If the Buyer consents to the use of a Subcontractor, the Supplier will:

- I. Guarantee and will remain liable for the performance of all subcontracted obligations;
- II. Indemnify the Buyer for all damages and costs of any kind, subject to the limitations in the condition 20 Indemnity and Insurance, incurred by the Buyer or any third party and caused by the acts and omissions of the Supplier's Subcontractors' and
- III. Make all payments to its Subcontractors. If the Supplier fails to timely pay a Subcontractor for work performed, the Buyer will have the right, but not the obligation, to pay the Subcontractor and offset any amount due to Supplier by any amount paid to the Subcontractor in accordance with condition 17 Recovery of Sums Due. The Supplier will defend, indemnify and hold the Buyer harmless for all damages and costs of any kind, without limitation, incurred by the Buyer and caused by the Supplier's failure to pay a Subcontractor.

28.3

The Supplier shall be responsible for the acts, defaults and omissions of its sub-contractors, whether approval has been given to their appointment under this clause or not, as if they were his own and any consent given under this clause shall not relieve the Supplier of any of his obligations under the Agreement.

29.0 Health and Safety

The Supplier undertakes that he and his employees, agents and sub-contractors will at all times comply with all health and safety requirements relating to the carrying out of the work under the Agreement. Such requirements include in addition to the statutory laws and regulations any codes of practice and British Standards or their equivalent relating to health and safety, which may be applicable to the performance of the Agreement.

30.0 Environmental Requirements

30.1 Environmental compliance

The Supplier shall comply with applicable environmental law and maintain controls proportionate to the environmental impacts of the Goods or Services. It shall seek to prevent pollution, use resources efficiently, minimise waste and hazardous substances, and support reuse, repair, recycling and responsible disposal.

30.2 Climate and emissions

Where relevant and proportionate to the value and risk of the Agreement, the Supplier shall measure and manage greenhouse-gas emissions associated with the supply and, on reasonable request, provide credible emissions data, methodology and progress against its reduction plan. For procurements identified by the Buyer as material, the Supplier may be required to maintain a Carbon Reduction Plan or equivalent evidence appropriate to the contract.

30.3 Environmental information and claims

Environmental, sustainability and carbon information supplied to the Buyer shall be accurate, supportable, prepared using a recognised methodology where appropriate, and not misleading. The Supplier shall promptly correct any material error and retain supporting evidence.

30.4 Products, packaging and waste

The Supplier shall minimise unnecessary packaging, favour reusable or recyclable materials where practicable, and comply with applicable producer-responsibility, waste, battery and electrical-equipment requirements, including the Waste Electrical and Electronic Equipment Regulations 2013 where applicable.

30.5 Continuous improvement

The Supplier shall cooperate with reasonable, proportionate initiatives to reduce the environmental impact of the supply, provided that any material change to scope, cost or delivery is agreed through the variation procedure.



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31.0 Ethical Trade Requirements

31.1 Labour and human-rights standards

The Supplier shall respect internationally recognised human rights and applicable employment law. Employment shall be freely chosen; child labour, forced labour, human trafficking, discrimination, harassment and inhumane treatment are prohibited; workers shall have safe conditions, lawful working hours and pay, and lawful rights of association and collective bargaining.

31.2 Modern slavery due diligence

The Supplier shall take proportionate, risk-based steps to identify, prevent and address modern slavery and labour-rights risks in its operations and supply chain. Higher-risk suppliers shall, on request, provide relevant policies, supply-chain information, risk assessments, training records, modern slavery statements where legally required, and evidence of corrective action.

31.3 Worker voice and remedy

The Supplier shall provide or support accessible channels through which workers may raise concerns confidentially and without retaliation. Where harm connected with the supply is identified, the Supplier shall cooperate in appropriate investigation and remediation, taking care not to worsen the position of affected workers.

31.4 Flow-down and notification

The Supplier shall communicate equivalent requirements to material subcontractors and shall promptly notify the Buyer of a credible allegation, regulatory investigation or confirmed material breach connected with the Agreement.

Cyber Security and Supplier Assurance

32.1 Scope and proportionality

The Supplier shall maintain appropriate technical and organisational measures to protect the Buyer’s information and any information processed on the Buyer’s behalf (Buyer Data), and any systems, networks or services used to provide the Goods or Services. Measures shall be proportionate to the nature of the supply, the sensitivity of the information, the Supplier’s access, the potential business impact and current generally accepted industry practice. The Supplier shall comply with applicable cyber security, data protection and telecommunications laws and with any reasonable security requirements notified by the Buyer in writing.

32.2 Minimum security controls

Where relevant to the Goods or Services, the Supplier shall maintain and regularly review controls including:

- documented cyber security governance, policies, responsibilities and risk assessment;
- asset management, secure configuration, malware protection and network security;
- identity and access management based on least privilege, with multi-factor authentication for privileged, administrative and remote access;
- timely security patching, vulnerability identification and risk-based remediation;
- encryption of Buyer Data in transit and at rest where appropriate to the risk;
- security logging, monitoring and retention sufficient to identify and investigate material security events;
- segregated, protected and regularly tested backups and recovery arrangements; and
- appropriate personnel screening, security awareness training and, where software is supplied, secure development and change-control practices.

32.3 Security assurance and certification

On request, the Supplier shall provide reasonable evidence of compliance relevant to its risk classification, which may include a completed security questionnaire, applicable policies, independent assurance reports, current certifications, penetration-test or vulnerability-assessment summaries, and remediation status. Where specified in the Purchase Order or reasonably



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required by the Buyer because of the Supplier’s access or risk profile, the Supplier shall maintain Cyber Essentials, Cyber Essentials Plus, ISO/IEC 27001 certification or an equivalent standard agreed by the Buyer. Certification does not relieve the Supplier of its obligations under this Agreement.

32.4 Access to Buyer systems and information

The Supplier shall restrict access to Buyer Data and the Buyer’s systems to authorised personnel who require access to perform the Agreement. Access shall be approved, traceable, regularly reviewed and withdrawn promptly when no longer required. The Supplier shall not materially change the location, method or purpose of processing, or connect systems or tools to the Buyer’s environment, without the Buyer’s prior written approval where such change may materially affect security or compliance.

32.5 Subcontractors and supply chain

The Supplier shall apply security due diligence to subcontractors involved in the supply and shall impose written obligations no less protective than this condition on any subcontractor that accesses Buyer Data, the Buyer’s systems or material service infrastructure. The Supplier remains responsible for the acts and omissions of its subcontractors and shall maintain an up-to-date record of relevant subcontractors.

32.6 Cyber Security Incident management

The Supplier shall maintain and test an incident response plan. It shall notify the Buyer without undue delay, and in any event within 24 hours of becoming aware of a Cyber Security Incident that affects, or is reasonably likely to affect, Buyer Data, the Buyer’s systems, the Goods or Services, or the Supplier’s ability to meet its obligations. An initial notification need not contain complete information but shall provide the known nature, scope, likely impact and immediate containment actions.

The Supplier shall promptly contain, investigate and remediate the Cyber Security Incident; preserve relevant evidence; provide regular updates; cooperate with the Buyer’s response, regulatory and customer obligations; and provide a root-cause and corrective-action report within 10 Business Days after containment, or within another period agreed with the Buyer. The Supplier shall not make a public statement naming the Buyer without prior written approval, unless required by law.

32.7 Resilience and continuity

Where interruption of the Goods or Services could materially affect the Buyer, its customers or regulated activities, the Supplier shall maintain proportionate business continuity, disaster recovery and cyber recovery arrangements. These arrangements shall be tested at least annually and following material change, with material findings addressed through a documented remediation plan.

32.8 Audit and compliance review

The Buyer may assess the Supplier’s compliance with this condition by requesting relevant evidence, conducting a remote review or, where reasonably necessary, carrying out an on-site audit itself or through an independent auditor bound by confidentiality. Except following a Cyber Security Incident, evidence of material non-compliance, a material change in risk, or a request from a regulator or the Buyer’s customer, the Buyer shall normally provide at least 10 Business Days’ notice and shall not conduct such an audit more than once in any 12-month period.

Audits shall take place during normal business hours, be proportionate in scope and minimise disruption. The Supplier may protect information relating to other customers and may provide suitably redacted or independently verified evidence where this gives the Buyer reasonable assurance. Each party shall bear its own audit costs, except that the Supplier shall reimburse the Buyer’s reasonable costs where an audit identifies material non-compliance. The Supplier shall provide reasonable cooperation and access to relevant records, policies, personnel and systems, subject to appropriate security safeguards.

32.9 Remediation and protective action

The Supplier shall correct identified material security weaknesses within a timeframe agreed with the Buyer and proportionate



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to the risk, and shall provide progress updates until closure. Where the Buyer reasonably considers that continued access presents a material and immediate security risk, it may require the Supplier to suspend affected access or processing until adequate controls are restored. A material or persistent failure to comply with this condition shall constitute a material breach of the Agreement.

32.10 Return and secure disposal

On expiry or termination of the Agreement, or earlier on the Buyer’s written request where the information is no longer required, the Supplier shall return or securely delete Buyer Data in its possession or control, subject to applicable law and documented retention requirements. On request, the Supplier shall confirm completion in writing.

32.11 Cyber insurance

Where reasonably required by the Buyer having regard to the Supplier’s risk classification or specified in the Purchase Order, the Supplier shall maintain cyber liability insurance at an appropriate level with a reputable insurer and shall provide evidence of cover on request. Insurance shall not relieve the Supplier of any obligation or liability under the Agreement.

Operational Resilience, Service Continuity and Exit

33.1 Continuity arrangements

Where failure or interruption could materially affect the Buyer, its customers or regulated activities, the Supplier shall maintain proportionate business continuity and disaster recovery arrangements covering people, premises, technology, utilities, key subcontractors and other material dependencies.

33.2 Testing and notification

Critical continuity arrangements shall be tested at least annually and after material change. The Supplier shall address material findings and promptly notify the Buyer of an event or emerging risk likely to cause material interruption, providing impact, mitigation, recovery estimates and regular updates.

33.3 Service recovery and cooperation

The Supplier shall invoke its continuity arrangements when reasonably required, prioritise restoration of critical Services and cooperate with the Buyer’s incident, customer and regulatory response. Contract-specific recovery time and recovery point objectives apply where stated in the Purchase Order or Statement of Work.

33.4 Exit assistance

On expiry, termination or material transition, the Supplier shall provide reasonable and timely exit assistance to support orderly transfer to the Buyer or a replacement supplier, including current documentation, data export, knowledge transfer, access revocation and cooperation. Charges must be agreed in advance, except where exit assistance is required because of the Supplier’s material breach, in which case the Supplier shall bear its reasonable incremental costs.

33.5 Supplier dependencies

For critical Services, the Supplier shall maintain sufficient knowledge of material subcontractors, concentration risks and single points of failure and shall notify the Buyer before a material change likely to reduce resilience.

Responsible Use of Artificial Intelligence

34.1 Transparency and approval

The Supplier shall disclose any material use of an AI System in delivering the Goods or Services where that use may affect



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Buyer Data, security, regulatory compliance, Intellectual Property Rights, service outcomes or decisions affecting individuals. The Supplier shall obtain prior written approval before introducing a materially different or high-impact AI use.

34.2 Buyer information and model training

The Supplier shall not input Buyer confidential information, Personal Data or non-public procurement information into a public or shared AI System, or use such information to train or improve a general-purpose model, without the Buyer’s prior written approval and documented safeguards.

34.3 Responsible controls

The Supplier remains accountable for AI-assisted work and shall maintain proportionate human oversight, testing, security, privacy, accuracy, bias and quality controls. It shall comply with applicable AI, data protection, equality, consumer-protection and Intellectual Property Rights requirements and keep records sufficient to explain material AI-supported outputs or decisions.

34.4 Incidents and change

The Supplier shall promptly notify the Buyer of a material AI-related error, security event, unlawful outcome or third-party claim affecting the Agreement; take corrective action; and cooperate with reasonable assurance or audit requests. Use of an AI System does not relieve the Supplier of any obligation, warranty or liability.