

JT INTERNATIONAL BUSINESS SERVICES LIMITED
COMPANY REGISTRATION NUMBER 04586920

TERMS AND CONDITIONS OF PURCHASE

1 INTRODUCTION

1.1 Capitalised terms used are defined at the end of this Agreement.

1.2 An Order constitutes an offer on the part of the Company. The Company will not accept liability under an Order unless issued on the Company's purchase order form, spot-buy form or a document printed on the Company's letterhead.

1.3 We agree to purchase the Work on the terms and conditions set out in this Agreement. The Work will be detailed in any written Order that we may place with you from time to time.

1.4 Performance or part performance of the Work by you shall constitute acceptance of the terms and conditions set out in this Agreement. A contract shall be formed on the acceptance of the Order by the Supplier and shall be governed by the terms and conditions set out in this Agreement. No variation of, or addition to, these terms and conditions will form part of this Agreement unless made or specifically accepted by us in writing. These terms and conditions shall apply to the exclusion of, and shall prevail over, any other terms and conditions contained in any document or other communication by you. However, if an Order includes any special terms and conditions which conflict with any of the terms and conditions set out below, the special terms and conditions in the Order will take precedence. You shall quote the reference number stated on the Order on all advice notes, invoices and correspondence relating to the Order and all goods shall be accompanied by an advice note stating these reference numbers.

2 PAYMENT

2.1 The price for the Work as set out in the Order is fixed and exclusive of VAT but inclusive of all other levies, duties, taxes, charges and expenses (including packaging, carriage and insurance, attendance at meetings and other disbursements). The price is inclusive of delivery to the Location or another location which may be advised to you in writing.

2.2 You will invoice us for the Work at any time after the later of the due date for completion of the supply of the Work and the actual date of such completion. Payment shall be made within 60 days from the date of the invoice unless otherwise agreed in an Order between the parties.

2.3 Without prejudice to any other right or remedy

we may have, we reserve the right to set off any amount owing at any time by us to you, whether under this Agreement or any other agreement which may exist from time to time between us, against any amount due or which may become due to you from us.

2.4 Interest shall be payable on any amount payable under this Agreement which is not paid by the due date for its payment. Such interest shall accrue and be calculated on a daily basis at the rate of 2% per annum above the base rate from time to time of The Royal Bank of Scotland plc.

2.5 Payments made by us are without prejudice to any rights we may have by reason of the Work failing to comply with this Agreement or for any other reason whatsoever. In addition, any other liability for breach of any of the warranties under an Order shall not be terminated by reason of such payment.

3 DELIVERY

3.1 The Work shall be provided in the quantities, by the times and at the Location strictly in accordance with the Order or as otherwise agreed with us in writing. You agree to follow any security requirements that we have advised you of that the Location may require. Delivery shall take place when the Work reaches the Location, or another location which may be advised to you in writing, and have been received. If the Work requires the carrying out of tests or installation after receipt by us, delivery shall not be deemed to be complete until such tests have been passed or any installation completed to our unconditional satisfaction. You shall provide us upon request with copies of all test reports and all data discovered as a result of testing. We shall not be obliged to accept any incomplete delivery or any Work in excess of the amounts ordered.

3.2 Time for delivery of the Work shall be of the essence. You shall notify us if any delivery or performance is likely to be delayed beyond the specified date. Any delay shall entitle us to: (i) terminate without liability all or part of the Order; and / or (ii) compensation for any losses resulting from such failure and delay; and / or (iii) agree to a new delivery date, the time of which shall be of the essence.

3.3 In addition to any other right we may have under this Agreement or any other contract between us, we shall be entitled to postpone the date of delivery for whatever period we think fit upon giving notice in writing to you provided that we pay you such reasonable additional charges as in the circumstances we shall in our discretion think fit.

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3.4 You must ensure all Work is suitably packaged. However, you shall remove all such packaging promptly following our request. All Work shall be despatched carriage paid to the Location or another location which may be advised to you in writing. Unless otherwise agreed in writing by us, we shall not be required to pay for or return to you any packing cases, crates or any other packing materials.

3.5 If the Work is delivered or performed in instalments, this Agreement shall be treated as a single contract and is not severable.

3.6 You shall liaise with us (and any third parties designated by us) regularly and at our request in connection with the Work. You shall provide us or our authorised representative access to the Work to inspect and, where appropriate, reject the Work prior to delivery. You shall not depart from the Order for the Work unless you have obtained our prior written approval.

3.7 If an inspection by us at any time after delivery of the Work establishes that all or any part of the Work supplied does not comply with all the requirements of this Agreement we may (without limitation) reject the Work supplied, return it to you and require a replacement or rectification, or require re-performance and in each case recover our losses, costs and expenses from you.

3.8 Inspection by us at any time shall not relieve you of responsibility or liability for the Work and shall not imply acceptance of it by us.

3.9 Rejection of the Work pursuant to this clause shall entitle us without prejudice to any other rights we may have to do all or any of the following acts:

- (a) return the Work to you at your expense, in which event risk in the Work shall re-pass to you when leaving our premises and property in the Work shall re-pass to you when you have fully reimbursed to us all monies which have been paid by us in respect of the Work; or
- (b) require you to repair or replace the Work at your expense so that the Work shall conform in all respects with the Order and you shall use your best endeavours to ensure such repairs are carried out or replacement Work supplied as soon as possible; or
- (c) refuse to accept any further deliveries or instalments of the Work.

3.10 If we install any Work supplied to us, you shall supply in advance of delivery a functional description of each part of the Work, together with sufficient drawings and instructions to allow us to install, operate and maintain the Work, including details of any special environmental controls required to ensure that the Work meets any relevant specifications.

3.11 You shall remit with any relevant specifications a certificate confirming compliance with all appropriate regulatory approvals and health and safety requirements.

4 DAMAGE OR LOSS IN TRANSIT

4.1 Without prejudice to clause 3, you shall, upon receiving notice thereof from us, repair or replace free of charge, at our option, Work damaged in transit and replace Work lost in transit and delivery of such Work shall not be deemed to have taken place until such replacement or repaired Work has been supplied by you to us.

5 VARIATIONS

5.1 You shall accept any reasonable variation in scope, specification, quantity or delivery in relation to the Work requested by us. The price shall be adjusted and agreed in writing by us to reflect the variation having regard to the rates and prices used in the Order or, where these are not relevant, to what we consider fair and reasonable in our absolute discretion.

5.2 Neither party shall be bound by any variation to an Order unless and until it is confirmed by an official Order amendment issued by us.

6 RISK

6.1 The risk in the Work shall pass to us when delivered in accordance with the terms of the Order provided delivery is acknowledged by an authorised member of our staff. Prior to physical delivery, risk in the Work shall be with you and you shall insure the Work to its full replacement value and against all risks. Where property in the Work has passed to us pursuant to clause 6.2, you shall pay all insurance proceeds to us without prejudice to any other rights we may have whether under this Agreement or at law.

6.2 Property in the Work shall pass to us upon delivery unless: (i) payment for the Work is made prior to delivery when property shall pass to us once payment has been made; or (ii) where you have notified us that the Work is ready for delivery and we are willing to take property in the Work but not delivery.

6.3 Where we take property in the Work but not delivery, you agree that you shall, if requested by us, store the Work for us until we shall request delivery. You shall provide us with a return setting out the stocks held on a monthly basis. You shall store such Work separately and shall mark the Work clearly as our property.

6.4 Where we shall notify you in accordance with clause 22, you shall hold stocks of Work so that they are available for delivery within 24 hours or such other₂

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period as may be specified in an Order issued pursuant to clause

22. Property in such Work shall remain with you until delivery. You shall provide us with a return setting out such stocks held on a monthly basis.

7 GUARANTEE

7.1 If within the period after delivery specified in the Order (the "Guarantee Period") we give notice in writing to you of any defect or failure in the Work then you shall promptly replace or repair the Work so as to remedy the defects without cost to us. If no Guarantee Period is specified in any Order then the Guarantee Period shall be 12 months.

7.2 We shall use our reasonable endeavours, as soon as reasonably practicable after discovery of any such defect or failure, to return the defective Work or parts to you at your risk and expense unless it has been agreed between us that the necessary replacement or repair shall be carried out by you on our premises.

7.3 Without prejudice to clauses 7.1 or 7.2, we may during the Guarantee Period at our sole option carry out the repair of defective Work ourselves or make arrangements for repair to be carried out by third parties and you shall reimburse us for all costs incurred.

8 INTELLECTUAL PROPERTY

8.1 You hereby assign absolutely by way of present and (to the extent permissible by law) future assignment with full title guarantee all Intellectual Property Rights which are created by you or on your behalf as part of the Work. You may use those Intellectual Property Rights only as properly and reasonably required in connection with the supply of the Work for us.

8.2 You grant us a non-exclusive, worldwide, perpetual, transferable, royalty-free licence (including the ability to grant sub-licences) in respect of all Intellectual Property Rights in the Work which do not belong to us under clause 8.1.

8.3 You shall obtain all releases, waivers and authorisations including of any applicable moral rights, throughout the world necessary for us to make full and free use of the Work.

8.4 You shall, and shall procure that your agents, employees and sub-contractors shall, execute any documents or do anything else reasonably required by us to vest in and transfer to us (and maintain, defend and enforce) those Intellectual Property Rights referred to in clause 8.1, to secure the licences referred to in clause 8.2

and to confirm those releases, waivers and authorisations referred to in clause 8.3.

8.5 You shall not use or permit the use of any of the intellectual property belonging to us (or our licensors), including without limitation logos or other Intellectual Property Rights which as Crown copyright are administered on our behalf by Her Majesty's Stationery Office.

8.6 Where plates, cylinders or tooling are designed, prepared or produced specifically for the Company, such items shall not be used for any other person (legal or otherwise) or corporation and shall not be stripped, altered or destroyed without the prior written consent of the Company. The Company reserves the right to require the Supplier to transfer such items to third parties nominated by the Company in the event that the Company deems it necessary.

8.7 You will indemnify and hold us harmless against any damages (including costs) that may be awarded or agreed to be paid in respect of any claim or action that any Work supplied by you infringes any Intellectual Property Right of a third party.

9 HAZARDOUS GOODS

9.1 If any Work to be supplied under any Order contains any hazardous substances or requires any special precautions to be taken to ensure safety in handling, transport, storage or use, you shall prior to delivery furnish us with written details of the nature of those substances and the precautions to be taken and shall ensure that before despatch appropriate instructions and warnings are clearly and prominently marked or securely attached to any containers into which they are packed.

9.2 In particular, but without limitation, you shall provide to us in writing all such data, instructions and warnings as are required to comply with applicable legislation relating to health and safety and shall indemnify us against any and all liabilities, claims and expenses which may arise as a result of your failure to do so.

10 WARRANTIES

10.1 You warrant that all of the Work supplied by you:

- (a) shall conform to any specifications, drawings, samples, or descriptions furnished by you or by us to you or included in any brochures produced by you or any requirements notified by us to you (which shall include without limitation bar codes);

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- (b) shall be fit for their intended purpose or for any other purpose referred to in the Order;
- (c) will be of satisfactory quality in full accordance with any specification in the Order or which we may provide you with from time to time prior to delivery and will be fit for any purpose stated by us prior to or in the Order or held out by you;
- (d) will be free from all defects in design, material and workmanship;
- (e) will correspond with any samples provided;
- (f) will comply in all respects with the relevant requirements of any statute, statutory instrument, order or regulation which may be in force at the time when the same are supplied including, without limitation, the Health and Safety at Work Etc Act 1974;
- (g) will not infringe any intellectual property rights or other rights of any third party anywhere in the world; and
- (h) is EMU ready and compliant and, in particular and without limitation, is capable of recognising the Euro currency and the rules for conversion associated with the Euro currency.

10.2 You also warrant that any services supplied by you as part of the Work will be performed by appropriately qualified and trained personnel with all due skill, care and diligence and to such high standards of quality stated in the Order or (if none are so stated) as it is reasonable for us to expect.

10.3 In performing your obligations under this Agreement, you shall (and shall procure that your agents, employees and sub-contractors shall) comply with, and you shall ensure that the Work complies with, all applicable laws, standards, codes of practice (whether voluntary or mandatory), statutory requirements or other regulations and with such of our standard procedures as we may issue to you from time to time.

11 PERSONNEL

11.1 You shall be responsible for any income tax, national insurance contributions or other statutory payments in relation to any and all individuals employed or engaged in the provision of the Work from time to time (the "Employees") and will ensure that they are deducted and/or paid to the relevant authorities. You shall indemnify us against all demands, claims, actions, proceedings, damages, payments, losses, costs, expenses or other liabilities (together "Losses") arising out of any claim or assertion that any Employee is or was an employee, servant or worker of us by reason of being engaged in the provision of the Work or arising out of any act or omission of you or any of your subcontractors, employees or agents in relation to any Employee.

11.2 At any time during the continuance of this Agreement we may require you to provide to us (or any other person nominated by us) within 14 days such information as we or our nominee may reasonably require in connection with the employment or engagement of the Employees. This clause 11.2 is without prejudice to clause 11.4 below.

11.3 You will procure that there will be no transfer of employment of any of the Employees to us or any person who provides services to us (a "Future Service Provider") following the termination of this Agreement or the termination of the provision of any Work by you (directly or indirectly) and on or prior to any such termination you shall ensure that all Employees are redeployed elsewhere in your or your sub-contractors' business or dismissed at your expense.

11.4 You shall indemnify us (for our benefit and that of any Future Service Provider) and hold us harmless against all Losses incurred by us and / or any Future Service Provider by virtue of the operation or alleged operation of the Transfer of Undertakings (Protection of Employment) Regulations 2006 in connection with the termination of this Agreement or the provision of any of the Work (including any dismissal or alleged dismissal of any Employee by us or a Future Service Provider).

12 INDEMNITY

12.1 You shall indemnify us for:

- (a) all losses, liabilities, damages, costs, claims or expenses suffered by us because of any breach of the Order by you, these terms and conditions or any representation, warranty or condition (express or implied) given by you;
- (b) any act or omission of you (including your employees, agents and sub-contractors) in supplying the Work; and
- (c) any liability to any third party arising in connection with the Work which we may incur whether by court proceedings or by a bona fide out-of-court settlement.

12.2 You shall not be liable to us for any damage or injury to the extent that the same is caused by, or arises out of, our acts or omissions.

13 INSURANCE

13.1 You shall maintain with an insurance company of good repute insurance (including product liability and/or professional indemnity insurance where appropriate) providing cover consistent at least with the best industry practice of suppliers of work of the type to be supplied by you to us.

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- (i) shall be fit for their intended purpose or for any other purpose referred to in the Order;
- (j) will be of satisfactory quality in full accordance with any specification in the Order or which we may provide you with from time to time prior to delivery and will be fit for any purpose stated by us prior to or in the Order or held out by you;
- (k) will be free from all defects in design, material and workmanship;
- (l) will correspond with any samples provided;
- (m) will comply in all respects with the relevant requirements of any statute, statutory instrument, order or regulation which may be in force at the time when the same are supplied including, without limitation, the Health and Safety at Work Etc Act 1974;
- (n) will not infringe any intellectual property rights or other rights of any third party anywhere in the world; and
- (o) is EMU ready and compliant and, in particular and without limitation, is capable of recognising the Euro currency and the rules for conversion associated with the Euro currency.

10.2 You also warrant that any services supplied by you as part of the Work will be performed by appropriately qualified and trained personnel with all due skill, care and diligence and to such high standards of quality stated in the Order or (if none are so stated) as it is reasonable for us to expect.

10.3 In performing your obligations under this Agreement, you shall (and shall procure that your agents, employees and sub-contractors shall) comply with, and you shall ensure that the Work complies with, all applicable laws, standards, codes of practice (whether voluntary or mandatory), statutory requirements or other regulations and with such of our standard procedures as we may issue to you from time to time.

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11.1 You shall be responsible for any income tax, national insurance contributions or other statutory payments in relation to any and all individuals employed or engaged in the provision of the Work from time to time (the "Employees") and will ensure that they are deducted and/or paid to the relevant authorities. You shall indemnify us against all demands, claims, actions, proceedings, damages, payments, losses, costs, expenses or other liabilities (together "Losses") arising out of any claim or assertion that any Employee is or was an employee, servant or worker of us by reason of being engaged in the provision of the Work or arising out of any act or omission of you or any of your subcontractors, employees or agents in relation to any Employee.

11.2 At any time during the continuance of this Agreement we may require you to provide to us (or any other person nominated by us) within 14 days such information as we or our nominee may reasonably require in connection with the employment or engagement of the Employees. This clause 11.2 is without prejudice to clause 11.4 below.

11.3 You will procure that there will be no transfer of employment of any of the Employees to us or any person who provides services to us (a "Future Service Provider") following the termination of this Agreement or the termination of the provision of any Work by you (directly or indirectly) and on or prior to any such termination you shall ensure that all Employees are redeployed elsewhere in your or your sub-contractors' business or dismissed at your expense.

11.4 You shall indemnify us (for our benefit and that of any Future Service Provider) and hold us harmless against all Losses incurred by us and / or any Future Service Provider by virtue of the operation or alleged operation of the Transfer of Undertakings (Protection of Employment) Regulations 2006 in connection with the termination of this Agreement or the provision of any of the Work (including any dismissal or alleged dismissal of any Employee by us or a Future Service Provider).

12 INDEMNITY

12.1 You shall indemnify us for:

- (d) all losses, liabilities, damages, costs, claims or expenses suffered by us because of any breach of the Order by you, these terms and conditions or any representation, warranty or condition (express or implied) given by you;
- (e) any act or omission of you (including your employees, agents and sub-contractors) in supplying the Work; and
- (f) any liability to any third party arising in connection with the Work which we may incur whether by court proceedings or by a bona fide out-of-court settlement.

12.2 You shall not be liable to us for any damage or injury to the extent that the same is caused by, or arises out of, our acts or omissions.

13 INSURANCE

13.1 You shall maintain with an insurance company of good repute insurance (including product liability and/or professional indemnity insurance where appropriate) providing cover consistent at least with the best industry practice of suppliers of work of the type to be supplied by you to us.

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14 TERMINATION

14.1 We reserve the right to terminate an Order upon giving notice and shall be liable to pay for any goods, parts or materials specifically procured or manufactured for the purpose of completing an Order, provided that you shall wherever possible sell to a third party or use such goods, parts or materials to relieve or reduce so far as is possible our liability hereunder. We may order you to suspend an Order for up to 6 months and we shall be under no liability to you.

14.2 We may terminate all or any part of an Order without any liability immediately by notice to you in the following circumstances:

- (a) if you breach any term of the Order and (where in our reasonable opinion the breach can be remedied without any delay to the time for delivery under clause 3) fail to remedy the breach by that time for supply or (if earlier) within 7 days of us so requiring; or
- (b) if you cease to, or threaten to cease to, carry on business, your financial position is such that either you, your directors, members or creditors as appropriate take or are entitled to take steps to institute formal insolvency proceedings with respect to you of a type provided for by the Insolvency Act 1986 (or any similar or analogous legislation, whether under English law or otherwise), including without limitation administration, liquidation, administrative receivership, receivership, voluntary arrangement, scheme of arrangement or bankruptcy or if you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986; or
- (c) if you or any of your employees, agents, or sub-contractors is convicted of an offence under the Bribery Act 2010.

14.3 Clauses 8, 11, 12 and 15 shall survive termination or completion of any Order.

14.4 If this Agreement is terminated for any reason, all rights granted to you under this Agreement will immediately terminate. Our rights to use the Work supplied under this Agreement shall survive termination.

15 CONFIDENTIALITY

15.1 You shall keep confidential and not use except for any of our Orders all confidential information obtained by you in connection with the Order. You shall inform your employees, agents and sub-contractors of the requirement of confidentiality and indemnify us

against any unauthorised use or disclosure by any of them of such confidential information.

15.2 Confidential information includes information about us or any of our subsidiary undertakings or regarding the business, finances or affairs of all or any of them. These confidentiality obligations shall not apply to information in the public domain at the time of its disclosure otherwise than as a result of breach of this Agreement.

15.3 We do not grant permission to you to use materials and / or confidential information supplied by us for any purpose other than the supply of the Work under the Order. You shall not without our prior written consent make any public announcement regarding your work or relationship with us or exhibit, display or make available to third parties any of the Work.

15.4 Without prejudice to the preceding provisions of this clause 15 you shall not (and shall ensure that your employees, agents and sub-contractors shall not) make any statements or responses to public, media or official enquires about the terms of this Agreement or the Work without prior consultation with us.

15.5 At our request you shall promptly make available for collection by us all materials in your possession or control which are our property or which are required for the supply of the Work and all material embodying any confidential information covered by clause 15.2 and where such information is stored in electronic or magnetic form you shall erase the same promptly following handover to us.

16 DATA PROTECTION

16.1 For the purposes of this clause 16, the term "Data Protection Legislation" (DPL) shall mean (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

16.2 For the purposes of this clause 16, the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing" shall have the meanings prescribed under the DPL.

16.3 You shall (and shall ensure that all of your staff) comply with any notification requirements under the DPL and both parties will duly observe all their obligations under the DPL which arise in connection with this Agreement.

16.4 Notwithstanding the general obligation in clause

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16.3, where you are processing Personal Data as a Data Processor, we shall ensure that we have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to you for the duration and purposes of this agreement.

16.5 Notwithstanding the general obligation in clause 16.3, where you are processing Personal Data as a Data Processor you shall:

- (a) process the Personal Data only in accordance with written instructions from us (which may be specific instructions or instructions of a general nature) as set out in this Agreement;
- (b) comply with all applicable laws;
- (c) Process the Personal Data only to the extent and in such manner as is necessary for the supply of the Goods and / or performance of the Work or as is required by law;
- (d) at our written direction, delete or return Personal Data and copies thereof to us on termination of the agreement unless required by applicable law to store the Personal Data;
- (e) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- (f) take reasonable steps to ensure the reliability of your staff and agents who may have access to the Personal Data;
- (g) where you wish to engage a third party processor, you must: (i) obtain our prior written consent, and (ii) enter into a written agreement with that third party processor; (iii) you shall remain fully liable for all acts or omissions of any third-party processor appointed by you pursuant to this clause;
- (h) not cause or permit the Personal Data to be transferred outside of the European Economic Area without our prior written consent;
- (i) ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 16;
- (j) ensure that none of the staff and agents publish, disclose or divulge any of the Personal Data to any third parties unless directed by us in writing to do so;
- (k) not disclose Personal Data to any third parties in any circumstances other than with our prior written consent or in compliance with a legal

- (l) obligation imposed on you; and notify us without delay, and no later than five Working Days, if you receive:
 - (i) a request from a Data Subject to have access to that person's Personal Data; or
 - (ii) a complaint or request relating to our obligations under the DPL;
- (m) assist us in responding to any request from a Data Subject and in ensuring compliance with your obligations under the DPL with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (n) maintain complete and accurate records and information to demonstrate your compliance with this clause 16, and allow for audits by us or our designated auditor.

16.4 The provisions of this clause 16 shall apply during the term of this Agreement and indefinitely after its expiry.

17 FORCE MAJEURE

17.1 We shall have no liability to you, or be deemed to be in breach of this Agreement, as a consequence of any of the following events, which are outside our reasonable control:

- (a) flood, storm, severe weather conditions or other natural events;
- (b) war, terrorist acts, hostilities, revolutions, riots or civil disorder;
- (c) any destruction, breakdown (permanent or temporary) or malfunction of, or damage to, any premises, plant, equipment, materials (including any computer hardware or software or any records) unless by an act or omission of our employees, agents or sub-contractors;
- (d) the introduction of, or any amendment to, a law or regulation, or any change in the interpretation or application by any authority;
- (e) any strike, lockout or other industrial action;
- (f) any obstruction of any public or private highway or road or any event which prevents or obstructs access to the Location;
- (g) any breach of contract or default by, or insolvency of, a third party (including an agent or sub-contractor) other than a company in the Company's group of companies or officer or employee of the Company; or
- (h) any other cause beyond our reasonable control.

18 CORRUPTION

18.1 You shall comply with all applicable laws,

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statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010. You shall not offer or give, or agree to give, to any employee, agent or representative of us any gift or consideration of any kind in connection with this Agreement or any other agreement with us, or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement or any such agreement. You shall comply with the Anti-Corruption policies in JTI's Code of Conduct (available at http://www.jti.com/cr_home/coc) and shall promptly report to the Company of any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance of this Agreement.

18.2 Except to the extent that the same is derived from the price payable under this Agreement, you shall not make any profit or commission from, or in connection with, the supply of the Work unless otherwise agreed by us in writing.

18.3 Breach of this clause 18 shall be deemed a material breach of this Agreement.

19 GENERAL

19.1 We engage you as an independent contractor. Nothing in this Agreement shall create a partnership or the relationship of principal and agent or employer and employee.

19.2 If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of this Agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.

19.3 A waiver of any of our rights shall not operate as a waiver of any subsequent breach. No right, power or remedy conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party. No waiver shall be valid unless in writing and signed by an authorised representative of the Company.

19.4 You shall not transfer, assign or otherwise dispose of any of your rights, liabilities or obligations under this Agreement nor shall you sub-contract any of your obligations under it, whether in whole or in part, without first obtaining our prior written consent. If granted, such consent shall not release you from any of your obligations and liabilities which may exist under this Agreement from time to time.

19.5 If a notice under this Agreement is sent to you, it shall be sent to your registered office address or such other address as you designate and notify us of in accordance with the provisions of clause 19.6. If a notice is sent to the Company under this Agreement, it shall be sent to Members Hill, Brooklands Road, Weybridge, Surrey KT13 0QU or such other address as the Company may from time to time notify to you.

19.6 All notices which are required to be given under this Agreement shall be in writing. Notices should be delivered personally or by first class pre-paid letter or facsimile transmission and shall be deemed to have been served, if delivered: (i) by hand, when delivered; (ii) by first class post, 48 hours after posting; and (iii) by facsimile transmission, when despatched.

19.7 For the purposes of Section 1(2) of the Contracts (Rights of third Parties) Act 1999, the parties state that they do not intend any term of this Agreement to be enforced by third parties.

19.8 Any forecasts of requirements, which may be given by us to you, will be given in good faith, but are for information purposes only. In no circumstances should a forecast be considered an Order and any advance manufacture or procurement shall be at your sole risk.

19.9 You are encouraged to familiarise yourself with JTI's Code of Conduct (available at http://www.jti.com/cr_home/coc) and adopt business standards equivalent to our own.

19.10 This Agreement shall be governed by and construed in accordance with English law and the parties agree to the exclusive jurisdiction of the English courts.

20 PROPERTY OF THE COMPANY

20.1 If we provide you with any goods or equipment in connection with the provision by you of the Work, ownership of such goods or equipment shall at all times remain with us and you shall not do or omit to do anything which would interfere with our rights or ownership.

20.2 For as long as you hold any of our goods or equipment, risk in them shall be with you and you shall hold them as bailee. You shall: (i) store any goods or equipment that belongs to us separately from your own property; and (ii) grant us access to inspect and/or remove such goods or equipment at all times.

TERMS AND CONDITIONS OF PURCHASE

21 SPARE PARTS

21.1 You undertake to maintain spare parts for all Work supplied under an Order for a period of 6 years from the date of the Order.

22 CONTRACT ORDER OR PURCHASING INTENTION

22.1 From time to time we may notify you of our estimated requirements for Work and details of the stocks which we require you to hold and such notification shall be referred to as a "Contract Order" or a "Purchasing Intention". You agree to supply such Work to us, subject to receipt of an Order, to the level of any requirement

notified by us to you in accordance with the terms and conditions set out in this Agreement. We shall be under no obligation to purchase any Work referred to in a Contract Order or a Purchasing Intention. It is understood that the issue of a Contract Order or Purchasing Intention will cancel and supersede any previous Contract Orders or Purchasing Intentions relating to the same type of Work.

DEFINITIONS

Agreement this agreement between you and us

Company or **we** or **us** JT International Business Services Limited

Contract Order or **Purchasing Intention** has the meaning given to it in clause 22.1

DPL Data Protection Legislation

Employee or **Employees** has the meaning given to it in clause 11.1

Future Service Provider has the meaning given to it in clause 11.3

Guarantee Period has the meaning given to it in clause 7.1

Intellectual Property Rights all copyright, design rights, patents, patent applications and any rights to inventions, trade and business names, know-how, logos or devices, trade and service marks (whether registered or unregistered) and any application thereof in any data and materials produced pursuant to an Order

Losses has the meaning given to it in clause 11.1

Location the location of delivery specified in an Order

Order a written request issued by the Company to supply

Work to the Company (including, but not limited to, purchase orders or spot-buys)

Supplier or **you** the person, firm, company or other trading organisation from whom / which the Company has ordered Goods and /or Work

Work the goods and / or services which the Supplier will provide and / or perform to the Company pursuant to an Order

Working Day a day other than a Saturday or a Sunday or a public holiday in England and Wales