

HALTERMANN CARLESS UK LIMITED
TERMS AND CONDITIONS FOR PURCHASE

Any terms and conditions included by Haltermann Carless in the Purchase Order to which these Conditions are attached shall prevail over these conditions.

1 INTERPRETATION

1.1 In these Conditions (except where the context otherwise requires):

If applicable "**Description**", "**Item**", "**Price**", "**Specification**", "**Delivery Date**", "**Terms of Payment**", "**Valid from**" and "**Valid to**" shall have the meanings given to them in the Purchase Order.

"**Agreement**" means the agreement between Haltermann Carless and the Seller for the purchase by Haltermann Carless of Materials and/or Services in accordance with these Conditions and the Purchase Order;

"**Applicable Laws**" means all applicable laws, statutes, regulations and codes from time to time in force;

"**Commencement Date**" means the "Valid from" date as set out in the Purchase Order or (if none) as may be agreed between the parties in writing, provided that Acceptance has **occurred** pursuant to clause 2.1;

"**Conditions**" means these terms and conditions of purchase;

"**CLP**" means Regulation (EC) No 1272/2008 (as amended) on the classification, labelling and packaging of substances and mixtures;

"**Data Protection Legislation**" means the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003, the GDPR and all applicable data protection laws including any subordinate legislation, regulation or guidance issued by the relevant authority;

"**Delivery Point**" means the delivery point address set out under the heading "please deliver to" on the Purchase Order;

"**First Termination Date**" means the "Valid to" date as set out within the Purchase Order which will be twelve months from the Commencement Date unless extended upon agreement in writing between the parties;

"**GDPR**" means Regulation 2016/679;

"**Information**" means any technical or commercial Information, including but not limited to pricing information relating to Material and Services and information relating to the business activities of a party;

"**Insolvent**" means where a receiver, administrative receiver or administrator or any similar officer of any description is appointed over any assets or business or a liquidator is appointed (other than as a bona fide and solvent amalgamation or reconstruction) or either party becomes bankrupt or makes any form of composition with its creditors or proposes any of the above or the other party apprehends that any of the above is about to occur in relation to the other party or any similar or equivalent event occurs in relation to the other party (including in any jurisdiction to which it is subject);

"**Intellectual Property Rights**" means all patents, trademarks, logos, copyright, moral rights, rights to prevent passing-off, rights in design and all other intellectual and industrial property rights, in each case whether registered or unregistered and including applications or rights to

apply for them and together with all extensions and renewals of them and, in each and every case, all rights or forms of protection having equivalent or similar effect anywhere in the world;

"Losses" means losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation), claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs (calculated on a full indemnity basis).

"Materials" means the products or any part of parts of the products set out in the Purchase Order and all other products and materials to be provide to Haltermann Carless under the Agreement including any deliverables, certificates, reports and other materials to be provided as part of or in relation to the Services;

"Haltermann Carless" means Haltermann Carless UK Limited (company number 429315) whose registered office address is situated at Grove House, Guildford Road, Leatherhead, Surrey, KT22 9DF and/or any relevant Haltermann Carless Affiliate (as appropriate);

"Haltermann Carless Affiliate" means any undertaking which is from time to time a subsidiary undertaking (as defined by Section 1162 of the Companies Act 2006) of Haltermann Carless, a parent undertaking (as defined by Section 1162 of the Companies Act 2006) of Haltermann Carless, or a subsidiary undertaking of a parent undertaking of Haltermann Carless.

"Purchase Order" means Haltermann Carless' Purchase Order for Materials and/or Services to which these Conditions are attached;

"REACH" means Regulation (EC) No 1907/2006 (as amended) of the European Parliament concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals

"Seller" means the person(s), firm or company from whom Haltermann Carless purchases the Materials and/or Services as described in the Purchase Order or otherwise agreed in writing;

"Services" means the services set out in the Purchase Order and all other services to be provide to Haltermann Carless under the Agreement;

"Working Day" means a day not being a Saturday, Sunday or Public Holiday when banks are open for conduct of normal banking business in London.

- 1.2 In these Conditions, unless the context requires otherwise, the following rules shall apply:
- 1.2.1 headings are included for convenience only and shall not affect the interpretation or construction of these Conditions;
 - 1.2.2 any reference to a "party" or "the parties" is to a party or the parties (as the case may be) to these Conditions;
 - 1.2.3 a Recital, Clause, or Appendix is to a recital of, clause of or appendix to these Conditions (as the case may be) and references made to Parts or Paragraphs are to parts and paragraphs of these Conditions;
 - 1.2.4 any reference to "this Purchase Order" includes any Appendices, which form part of the Conditions for all purposes;
 - 1.2.5 any reference to a statute or statutory provision is a reference to such statute or statutory provision as amended, extended, consolidated, re-enacted or replaced from time to time and any reference to a statute or statutory provision includes any and all subordinate legislation in force under any of the same from time to time;
 - 1.2.6 the masculine, feminine or neuter gender respectively includes the other genders, references to the singular include the plural (and vice versa) and references to persons include firms, corporations and unincorporated associations;
 - 1.2.7 any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative only and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and

- 1.2.8 a **person** includes a natural person corporate or unincorporated body (whether or not having separate legal personality).

2 BASIS OF THE AGREEMENT

- 2.1 Submission of a Purchase Order by Haltermann Carless shall be deemed to be an offer by Haltermann Carless to purchase Materials and/or Services from the Seller subject to and in accordance with these Conditions. A Purchase Order shall only be deemed to be accepted by the Seller when the Seller issues written acceptance of the Purchase Order in accordance with and subject to these Conditions or (if earlier), on any act by the Seller consistent with fulfilling the Purchase Order at which point and on which date the Agreement shall come into existence and subject to these Conditions (**Acceptance**). A Purchase Order shall lapse unless it is accepted in accordance with this clause within 7 days of its date or (if earlier) upon withdrawal by Haltermann Carless or termination in accordance with the Agreement. These Conditions apply to all Haltermann Carless' purchases of Materials and/or Services.
- 2.2 (Except as otherwise expressly provided) these Conditions are the only conditions upon which Haltermann Carless is prepared to deal with the Seller and these Conditions shall govern the Agreement to the entire exclusion of any and all other terms and conditions. No terms or conditions (other than these Conditions) endorsed upon, delivered with or contained in the Seller's quotation, Seller's acknowledgement or acceptance of order, the Seller's Specification or other document (whether or not any such document is referred to in the Agreement) or any other terms or conditions that the Seller seeks to impose or incorporate shall form part of the Agreement. The Seller acknowledges that it has not relied on and shall have no remedy in respect of any statement, promise, representation, assurance, warranty or understanding made or given by or on behalf of Haltermann Carless (whether innocently or negligently) which is not expressly set out in the Agreement. The Seller shall not have any claim for innocent or negligent misrepresentation based upon any statement, representation, assurance or warranty in the Agreement.
- 2.3 If there is any conflict between the terms of a Purchase Order and these Conditions, the terms of these Conditions will prevail.

3 DURATION AND TERMINATION

- 3.1 The Agreement will commence upon the Commencement Date and will continue until the First Termination Date upon which it will automatically terminate without notice (unless terminated earlier in accordance with the Agreement) (**Term**).
- 3.2 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:
- 3.2.1 the other party has become Insolvent; or
 - 3.2.2 the other party commits a material breach of the Agreement and (if such breach is remediable) fails to remedy that breach within 30 days of having received from the non-defaulting party a written notice specifying the breach and requiring it to be remedied.
- 3.3 The accrued rights, remedies, obligations and/or liabilities of the parties as at termination or expiry shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 3.4 Clauses which expressly or by implication survive termination or expiry of the Agreement shall continue in full force and effect notwithstanding such termination or expiry.
- 3.5 On termination or expiry of the Agreement, each party shall promptly:
- 3.5.1 return to the other party all equipment, materials and property belonging to the other party that the other party had supplied to it in connection with the supply and purchase of the Materials under the Agreement;
 - 3.5.2 return to the other party all documents and materials (and any copies) containing the other party's Information; and

3.5.3 erase all the other party's Information from its computer systems (to the extent possible).

4 SUPPLY

During the Term, the Seller shall supply Materials and Services in accordance with the Agreement that conform in all respects to the quantity, quality, Description and Specification specified in the Purchase Order at the place and by the method set out in the Purchase Order or as may be otherwise agreed in writing by Haltermann Carless.

5 DELIVERY OF MATERIALS

5.1 The Seller shall:

5.1.1 deliver the Materials on the date and time specified in the Purchase Order and in accordance with the terms of delivery as specified in the Purchase Order. Time for delivery of the Materials shall be of the essence of the Agreement;

5.1.2 ensure that the Materials are marked in accordance with any instructions specified by Haltermann Carless;

5.1.3 ensure that any applicable regulations and requirements of the carrier handling the Materials are complied with; and

5.1.4 ensure that the Materials are properly packed, packaged, prepared and secured in accordance with good commercial practice and in such a manner so as to reach their destination in good condition.

5.2 The Seller shall ensure that each delivery of Materials is accompanied by a prominently displayed delivery note which shows the date of the Purchase Order, the Purchase Order number (if any), the type and quantity of the Materials (including the code number of the Materials (where applicable)), the number of packages and contents, special storage instructions (if any) and if the Materials are being delivered by instalments the outstanding balance of Materials remaining to be delivered.

5.3 Delivery of the Materials shall be completed when unloading and unpacking of the Materials in accordance with the Purchase Order and all instructions and requirements set out in the Purchase Order and this clause 5 have been completed at the Delivery Point or such other delivery point as instructed by Haltermann Carless before delivery. Haltermann Carless shall not be deemed to have accepted any Materials until it has had a reasonable time to inspect them following delivery, or, in the case of a latent defect in the Materials, until a reasonable time after the latent defect has become apparent.

5.4 If the Seller delivers in excess of or less than the quantity of Materials ordered and Haltermann Carless decides (in its absolute discretion): (a) to accept the whole delivery, a pro rata adjustment shall accordingly be made to the price; or (b) to reject the whole delivery or any excess, the rejected Materials shall be and will remain at the risk of the Seller and shall be returnable at the Seller's expense.

5.5 If the Seller fails to deliver the Materials by any specified delivery date or time set out in the Purchase Order, then, without limiting any other right or remedy Haltermann Carless may have, Haltermann Carless may refuse to take any subsequent attempted delivery of such Materials and claim damages for any other costs, expenses or losses resulting from the Seller's failure to deliver the Materials by such specified date or time.

5.6 If the Seller's delivery obligations in accordance with the Purchase Order include the provision of containers, rail or road vehicles, Haltermann Carless reserves the right to reject any container, rail or road vehicle which, in Haltermann Carless' option, might constitute a risk to any persons or property in respect of which or to whom Haltermann Carless has or reasonably believes that it has, a duty of care. Where Haltermann Carless rejects any container, rail or road vehicle the Seller shall be deemed not to have discharged its delivery obligations.

6 PROPERTY AND RISK

6.1 (Subject to clause 5.4(b)) the Materials shall be and remain at the risk of the Seller until delivery to Haltermann Carless has been completed in accordance with clause 5 and ownership and risk in the Materials shall pass to Haltermann Carless on completion of delivery in accordance with clause 5.

6.2 The Seller warrants that it has full, clear and unencumbered ownership of the Materials and that on delivery the Seller shall have full and unrestricted rights to sell and transfer all such Materials and shall transfer full, clear and unencumbered ownership of the Materials to Haltermann Carless. The Seller shall indemnify Haltermann Carless against all third party claims arising out of the Seller's ownership and/or delivery to Haltermann Carless of the Materials.

7 SERVICES

7.1 The Seller shall from the date set out in the Purchase Order (or such other date as may be agreed in writing by Haltermann Carless) and for the duration of the Agreement provide the Services to Haltermann Carless in accordance with the terms of the Agreement. The Seller shall perform the Services professionally, with the highest degree of care, skill and diligence and in accordance with best practice in the Seller's industry, profession or trade. The Seller shall meet any performance dates for the Services specified in the Purchase Order or notified to the Seller by Haltermann Carless. Time for the performance of the Services shall be of the essence of the Agreement.

7.2 The Seller shall use in relation to the Services the highest quality goods, materials, standards, designs, techniques and workmanship. The Seller shall not do or omit to do anything which may cause Haltermann Carless to lose any registration, licence, authority, consent or permission upon which it relies for the purposes of conducting its business and the Seller acknowledges that Haltermann Carless may rely or act on the Services.

8 MATERIALS AND SERVICES

8.1 The Seller shall supply Haltermann Carless in good time with all instructions and other information reasonably required to enable Haltermann Carless to accept delivery of the Materials and performance of the Services. Unless otherwise stipulated or instructed by Haltermann Carless in the Purchase Order or agreed in writing with Haltermann Carless, delivery of the Materials and/or performance of the Services shall only be accepted by Haltermann Carless within its usual business hours.

8.2 The Seller shall not deliver the Materials and/or perform the Services in instalments without Haltermann Carless' prior written consent. Where it is agreed that the Materials are delivered and/or the Services are performed by instalments each instalment may be invoiced and paid for separately and the Agreement shall be construed as a single contract in respect of each instalment.

8.3 Haltermann Carless' rights under these Conditions are in addition to the statutory conditions implied in favour of a buyer by the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 and any other applicable law.

8.4 The Seller shall:

8.4.1 co-operate with Haltermann Carless in all matters relating to the Agreement and comply with all reasonable instructions of Haltermann Carless and shall ensure at all times that the Seller has and maintains all the registrations, licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement;

8.4.2 comply with all applicable laws, enactments, orders, regulations and other instruments relating to the manufacture, packing, packaging, marking, storage, handling, and delivery of the Materials;

- 8.4.3 use a sufficient number of appropriately qualified and trained personnel to ensure that the Seller's obligations are fulfilled in accordance with the Agreement and shall provide all equipment, tools, vehicles and such other items as are required to provide the Materials and/or Services; and
- 8.4.4 at all times comply with all applicable laws and regulations in the performance of the Agreement and shall observe all health and safety rules and regulations and any other regulatory and security requirements that apply at any of Haltermann Carless' premises.

9 PRICE AND PAYMENT

- 9.1 The price for the Materials and Services shall be fixed and shall be the price set out in the Purchase Order. No variation of the price and no extra costs and/or charges in relation to the Materials and Services shall be effective unless agreed by both parties in writing.
- 9.2 Unless otherwise specified on the Purchase Order or expressly agreed otherwise in writing by Haltermann Carless, the price for the Materials and Services is inclusive of all costs and expenses of the Seller directly or indirectly incurred in connection with the Materials and Services including all taxes, duties, freight, packaging and insurance charges.
- 9.3 Unless otherwise specified on the Purchase Order, no invoice shall be issued in respect of the Materials earlier than the date of completion of their delivery in accordance with the Agreement and in respect of the Services, earlier than the date of completion of the performance of the Services. Each invoice shall include such supporting information as Haltermann Carless may reasonably request to verify the accuracy of the invoice including the relevant Purchase Order number.
- 9.4 Provided that invoices are valid and correct in all material respects and providing the Purchase Order number is clearly shown on the invoice, Haltermann Carless shall pay correct invoices in accordance with the Terms of Payment set out in the Purchase Order but time for payment shall not be of the essence of the Agreement. Haltermann Carless reserves the right to reject the invoice and not pay the invoice until the Seller presents an invoice clearly showing the correct Purchase Order number and such other information as Haltermann Carless may reasonably request from time to time.
- 9.5 The Seller shall maintain complete and accurate records of the time spent and materials used by the Seller in providing the Materials and Services and the Seller shall allow Haltermann Carless to inspect such records at all reasonable times on request.
- 9.6 Haltermann Carless may at any time (without limiting any of its other rights or remedies) set off any liability of the Seller to Haltermann Carless against any liability of Haltermann Carless to the Seller whether either liability is present or future, liquidated or unliquidated and whether or not either liability arises under the Agreement.

10 NO CHANGES IN PROCESS

Without prejudice to any of the other provisions, the Seller warrants that it shall not change its process in any way, including in relation to raw materials or feedstock, without giving Haltermann Carless reasonable notice in writing of any such changes such that Haltermann Carless can give a written response to any such change. Haltermann Carless' response, if any, shall in no way constitute an endorsement of such change, which shall be at the Seller's own risk. The Seller shall indemnify Haltermann Carless against all Losses arising out of any failure to give such notice.

11 WARRANTIES

- 11.1 Seller warrants and shall ensure that:
 - 11.1.1 all Materials will conform to the Specification;
 - 11.1.2 all Materials will comply with all applicable statutory and regulatory requirements;

- 11.1.3 all Materials shall be supplied with all necessary documentation including any necessary guidelines or policies and shall be free from any contamination, unauthorised ingredient or other substance and/or any manufacturing error which renders the Materials unsuitable to be used for the purpose(s) for which the Materials were designed and/or purchased;
 - 11.1.4 all Materials shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and shall be fit for any purpose held out by the Seller or made known to the Seller by Haltermann Carless (expressly or by implication) and in this respect Haltermann Carless relies on the Seller's skill and judgment;
 - 11.1.5 All Materials shall be of the best quality and use the best quality materials, standards, designs, techniques and workmanship shall be in accordance with best practice in the Seller's industry, profession or trade and shall be free from defects in design, materials and workmanship and remain so for the period set out in the Purchase Order.
- 11.2 Haltermann Carless is relying on the Seller's expertise and quality assurance systems to obtain Materials delivered promptly that comply with the Agreement. Modern supply chain practices mean that deliveries are usually delivered straight into bulk storage and subsequent processes, including resale to customers with the minimum of checks. The Seller was selected partly on its ability to meet this requirement, and has had all reasonable opportunities to inform itself about the use to which Haltermann Carless shall put the Materials. Therefore if the Seller breaches the warranty set out in clause 11.1 or otherwise fails to perform its obligations under the Agreement, Haltermann Carless shall, without prejudice to any other rights or remedies available to Haltermann Carless and any other measures of damages, be entitled to compensation from the Seller to put Haltermann Carless in the position it would have been in had the Seller complied with its obligations under the Agreement, including:
- 11.2.1 if required by Haltermann Carless promptly replacing the Materials in question with Materials acceptable to Haltermann Carless at no extra cost; and
 - 11.2.2 indemnifying Haltermann Carless for all Losses suffered by Haltermann Carless to the extent they are foreseeable at the date of the Purchase Order, including disposal costs of the Materials not complying with clause 11.1, additional analytical costs, additional transport costs, disposal and replacement of contaminated bulk storage, tank cleaning costs and recall from and compensation to customers.
- 11.3 The Seller warrants that it and its employees, contractors and agents shall conduct themselves in such a way as to comply with Haltermann Carless' policies relevant to the delivery of the Materials (including policies on safety health and environment, alcohol and drugs and harassment in the workplace) and acknowledge that behaviour which is incompatible with these policies may be treated by Haltermann Carless as a material breach of these Conditions. Copies of the Haltermann Carless policies, amended from time to time are available on request.
- 11.4 The Seller shall be responsible for ensuring that where shipment of the Materials is made by bulk container such bulk container is clean and suitable prior to loading of the Materials, irrespective of the ownership of such bulk container. Mere receipt of a tank-cleaning certificate shall not discharge this obligation.
- 11.5 The Seller will at all times comply with any codes of conduct of Haltermann Carless that may be issued to the Seller from time to time, including but not limited to Haltermann Carless's Code of Conduct for Business.

12 INTELLECTUAL PROPERTY

- 12.1 If required or necessary for Haltermann Carless or the Haltermann Carless Affiliates and any third parties to Haltermann Carless or the Haltermann Carless Affiliates providing goods or services outside the Purchase Order to enjoy the benefit of, or property in the Materials and Services, the Seller hereby grants to Haltermann Carless and the Haltermann Carless Affiliates

and such third parties a non-exclusive, royalty free, perpetual licence to use and enjoy all Intellectual Property Rights relating the Materials and Services.

12.2 The Seller warrants that:

12.2.1 neither the Materials or the Services supplied under these conditions nor any device or processes embodied in them constitutes or involves an infringement of any Intellectual Property Rights of any third party;

12.2.2 the Materials shall be delivered and the Services shall be performed free of the rightful claim of any third party by way of the infringement or alleged infringement of the Intellectual Property Rights of any such third party; and

12.2.3 the Materials and the Services may be used or sold free of any rightful claim of any third party by way of the infringement or alleged infringement of the Intellectual Property Rights of any such third party but only insofar as the Seller was aware at the time of supply of the use Haltermann Carless intended to make of the Materials and the Services.

12.3 The Seller shall defend, indemnify and hold harmless Haltermann Carless, the Haltermann Carless Affiliates and their successors and assigns, against any and all claims, demands, losses, costs or liability arising out of or resulting from the Seller's breach of the warranty in clause 12.2. This clause 12 shall survive the termination or expiry of the Agreement howsoever arising.

13 LIABILITY AND INDEMNITY

13.1 Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:

13.1.1 death or personal injury caused by negligence; or

13.1.2 fraud or fraudulent misrepresentation.

13.2 Haltermann Carless will have no liability to the Seller whether in contract, tort (including negligence), misrepresentation or restitution for any:

13.2.1 loss of profits;

13.2.2 loss of business;

13.2.3 loss of contract;

13.2.4 depletion of goodwill; or

13.2.5 indirect or consequential loss

suffered by the Seller arising under or in connection with this Agreement.

13.3 Haltermann's Carless's total liability in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the invoice value of the delivery concerned in relation to the relevant Purchase Order.

13.4 The Seller shall keep Haltermann Carless indemnified against any and all Losses suffered or incurred by Haltermann Carless as a result of or in connection with:

13.4.1 defective design, workmanship, quality, materials or any other defect in the Materials or Services (including any claim made against Haltermann Carless for death, personal injury or damage to property arising out of, or in connection with, defects in Materials or Services) to the extent that the defect is attributable to the acts or omissions of the Seller, its employees, agents or sub-contractors;

13.4.2 any claim made against Haltermann Carless for actual or alleged infringement of any Intellectual Property Rights arising out of, or in connection with, the manufacture, supply

or use of the Materials or performance, receipt, use or supply of the Services insofar as the Seller was aware at the time of supply of the use Haltermann Carless intended to make of the Materials and the Services; and

13.4.3 any claim made against Haltermann Carless by a third party arising out of or in connection with the supply of the Materials and/or the Services to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement by the Seller, its employees, agents or subcontractors.

13.5 This clause 13 shall survive the termination or expiry of the Agreement howsoever arising.

14 **CONFIDENTIALITY**

14.1 All information of a confidential nature ("**Information**") which is acquired from a party ("**disclosing party**") by the other ("**receiving party**") in the course of performing its obligations under the Agreement shall be treated as confidential by the receiving party, shall not be disclosed by the receiving party to any third party and shall only be used for the proper performance of the Agreement.

14.2 The obligation in clause 14.1 shall remain in force for 5 years after the date of termination or expiry of the Agreement but shall not apply in respect of any Information which:

14.2.1 is at the time of acquisition already in the public domain or which subsequently enters the public domain otherwise than as a result of a breach of this clause 14;

14.2.2 is at the time of acquisition already in the possession of the receiving party without any obligation of confidentiality to the other party; or

14.2.3 after acquisition from the other party is lawfully received from a third party with free rights of disclosure.

14.3 The parties shall take all reasonable steps to ensure that their employees and representatives shall maintain the obligations of confidentiality referred to in clause 14.1.

14.4 Nothing in this clause 14 shall preclude disclosure of any Information required by law, or by any government authority, nor shall this clause 14 apply to Information which has entered into the public domain otherwise than as a result of a breach of this clause 14.

14.5 At Haltermann Carless' request the Seller shall return or destroy all documents and any other materials supplied to the Seller incorporating any aspect of the Information in whatever form and shall destroy any documents and other materials the Seller may have created incorporating any aspect of the Information and shall provide Haltermann Carless with a written statement verifying that this has been done.

14.6 This clause 14 shall survive the termination or expiry of the Agreement howsoever arising.

15 **DATA PROTECTION**

15.1 For the purpose of this clause 15, the terms **process, processed, processes, processing, personal data, data processor** and **data subject** have the meanings set out in the Data Protection Legislation.

15.2 Both parties will at all times comply with all applicable requirements of the Data Protection Legislation in performing their respective obligations under the Agreement.

15.3 The Seller will not process any personal data on Haltermann Carless's behalf as a data processor in connection with the Agreement. In the event that it is required for the Seller to process personal data on Haltermann Carless's behalf as a data processor in connection with the Agreement, the Seller agrees it will not do so unless and until the parties have entered into all required documentation in compliance with the Data Protection Legislation, including Article 28 GDPR.

16 UN GLOBAL COMPACT AND UK MODERN SLAVERY ACT 2015

- 16.1 In performing its obligations under the Agreement, the Seller shall:
- 16.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015, the UN Supplier Code of Conduct and all principles, regulations and codes issued by the UN Global Compact;
 - 16.1.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
 - 16.1.3 include in contracts with its direct subcontractors and suppliers' provisions which are at least as onerous as those set out in this clause 16; and
 - 16.1.4 notify the Haltermann Carless as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Agreement;
- 16.2 The Seller represents and warrants that as at the Commencement Date, it not has been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 16.3 Haltermann Carless may terminate the Agreement with immediate effect by giving written notice to the Seller if the Seller commits a breach of this clause 16.

17 HEALTH, SAFETY AND THE ENVIRONMENT

- 17.1 The Seller shall comply with all relevant health, safety and environmental laws relating to the Agreement, Haltermann Carless, its employees, contractors, and agents (including hazard identification and mitigation, personal protective equipment, electrical safety, radiation safety, waste management, chemical handling, exposure to noise, use of safe work practices, obtaining all required permits and licenses, and making all required notifications and reports).
- 17.2 The Seller shall comply with all applicable regulations and other legal requirements (including all health and safety rules and regulations and other regulatory and security requirements) concerning the manufacturing, packaging, packing, delivery, sale and supply of the Materials and the performance of the Services and shall ensure that complete and adequate information is given to Haltermann Carless sufficiently before the first delivery of the Materials or first performance of the Services under the Agreement as to any condition necessary to ensure that the Materials and Services are safe and without risks to the health and safety of any persons when properly used.
- 17.3 The Seller shall comply with all applicable legal and regulatory requirements and all appropriate non-statutory codes of practice and guidance notes issued by government authorities relating to the safe and lawful supply and receipt of the Materials and the Services and best industry standards.
- 17.4 The Seller shall (where requested by Haltermann Carless) provide all such documentation and information as Haltermann Carless shall reasonably request regarding the Seller's compliance with the Seller's obligations in clauses 17.1, 17.2 and 17.3 (including the methods the Seller uses to identify and minimise health, safety and environmental hazards).
- 17.5 The Seller shall keep Haltermann Carless indemnified against any and all Losses suffered or incurred by Haltermann Carless as a result of or in connection with any breach by the Seller of this clause 17.

18 BUSINESS ETHICS

- 18.1 The Seller shall ensure that neither it nor the Seller's employees and agents and subcontractors shall act in conflict with the best interest of Haltermann Carless, Haltermann Carless Affiliates and their employees, families or third parties in connection with the Agreement, and in particular shall:
- 18.1.1 not purport to or violate any law or other legal requirement on behalf of Haltermann Carless or any of the Haltermann Carless Affiliates;
 - 18.1.2 ensure that all invoices and accounts relating to the Agreement are full and accurate, and that any payments received from Haltermann Carless are received exclusively on the Seller's own account and that no part in any way is transferred or promised to any representative of any government or political party; and
 - 18.1.3 not offer, make or accept any substantial gifts extravagant entertainment or any payments or benefits from or to any of Haltermann Carless, Haltermann Carless Affiliates and their employees, their families or third parties concerned with the Agreement.
- 18.2 The Seller's obligation in clause 18.1 shall include establishing appropriate precautions or policies to prevent its representatives from making or offering gifts; providing entertainment, or paying loans or other consideration for the purpose of influencing any act or decision of any of Haltermann Carless, Haltermann Carless Affiliates and their employees, their families or third parties concerned with the Agreement.

19 BRIBERY AND CORRUPTION

- 19.1 The Seller will:
- 19.1.1 and will procure that its employees, officers, agents, sub-contractors and any other person who performs services for the Seller in relation to the Agreement shall comply with all applicable laws, statutes, regulations and codes relating to bribery and other corruption including the Bribery Act 2010 and the Seller shall at Haltermann Carless' request and cost, provide Haltermann Carless with any reasonable assistance to enable Haltermann Carless to perform any activity required by any relevant government or agency for the purpose of complying with such anti-bribery and corruption requirements;
 - 19.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and
 - 19.1.3 notify the Haltermann Carless (in writing) if it becomes aware of any breach of clauses 19.1.1 or 19.1.2 or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with the performance of the Agreement;
- 19.2 The Seller represents and warrants to Haltermann Carless that the Seller and its employees, officers, agents, sub-contractors and any other person who performs services for the Seller has not bribed or attempted to bribe and shall not bribe or attempt to bribe Haltermann Carless or any of Haltermann Carless' employees, officers, agents, representatives, affiliates or persons acting on Haltermann Carless' behalf.
- 19.3 Haltermann Carless shall not be required to make any payment to the Seller that might otherwise be due from Haltermann Carless in respect of the Agreement if the Seller has breached this clause 19. Haltermann Carless may (without prejudice to any other right or remedy available to it) immediately terminate the Agreement in the event of any breach by the Seller of this clause 19 in which case the Seller shall not be entitled to any compensation or to any further payments or remuneration. The Seller shall indemnify and keep indemnified Haltermann Carless in full and hold Haltermann Carless harmless on demand from and against any and all Losses suffered or incurred by Haltermann Carless or for which Haltermann Carless may become liable

arising out of or in connection with any breach of this clause 19 whether or not the Agreement has been terminated or expired.

20 INSURANCE

- 20.1 The Seller shall maintain in force (with a reputable insurance company) professional indemnity insurance, product liability insurance and public liability insurance sufficient to cover the liabilities that may arise under or in connection with the Agreement and shall (on Haltermann Carless' request) produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 20.2 The insurance specified in this clause 20 shall extend to indemnify Haltermann Carless against any claim for which the Seller or any employee, agent or subcontractor may be legally liable under the Agreement.
- 20.3 If the Seller shall fail upon request to produce to Haltermann Carless satisfactory evidence that there is in force any of the insurances required under these conditions then, and in such case, Haltermann Carless may effect and keep in force any such insurance and pay such premium or premiums that may be necessary for the purpose and from time to time deduct the amount so paid from any monies due or which may become due to the Seller or recover the same as a debt due from the Seller.

21 EXPORT CONTROL

- 21.1 The Seller warrants that it and each of its officers or directors are not:
- 21.1.1 the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the United Nation's Security Council, the European Union, Her Majesty's Treasury or other relevant sanctions authority (collectively, **Sanctions**); or
- 21.1.2 directly or indirectly, owned or controlled by, or under common control with, or acting for the benefit of or on behalf of any person's subject to any Sanctions.
- 21.2 The Seller has complied, and is in compliance, in all material respects with all national and international Applicable Laws promulgated by any governmental authority applicable to the Seller with regard to the exportation of goods, technology or software, and have held, and currently hold, all necessary licenses applicable to the Seller with respect to the foregoing. Specifically, but without limitation of the foregoing, the Seller has not exported or re-exported any goods, technology or software in any manner that violates any applicable national or international export control law, executive order, regulation, rule or sanction.

22 USE OF HALTERMANN CARLESS' NAME

The Seller agrees that it shall not use Haltermann Carless' name in any promotional material, advertising, leaflet or brochure or upon termination or expiry of the Agreement suggest a continuing association with Haltermann Carless without Haltermann Carless' prior written consent.

23 ENTIRE CONDITIONS, SEVERABILITY, AMENDMENTS, WAIVERS AND RIGHTS

- 23.1 The Agreement constitutes the entire agreement between the parties in relation to the subject matter of the Agreement and supersedes any previous Agreement, Purchase Order or agreement whether written or oral between the parties in relation to that subject matter.
- 23.2 If any term or other provision of the Agreement is held by any competent authority to be invalid, illegal or unenforceable, then all other terms and provisions or unaffected parts of it or any other part of it shall remain valid and enforceable so long as the economic or legal substance of the transactions contemplated by it is not affected in any manner adverse to any party.
- 23.3 The Agreement shall not be assigned by either party without the prior written consent of the other, such consent not to be unreasonably withheld or delayed, except that Haltermann Carless

may without consent assign in whole or in part to a Haltermann Carless Affiliate or to a successor in business.

- 23.4 No amendment or variation of the terms of the Agreement shall be effective unless it is in a written document signed by both parties.
- 23.5 No failure or delay by either party in exercising of any of its rights under or in connection with the Agreement shall operate as a waiver or release of such rights then or in the future. Any such waiver or release must be specifically granted in writing signed by the party granting it and shall:
- 23.5.1 be confined to the specific circumstances in which it is given and to which it relates;
 - 23.5.2 not affect any other enforcement of the same or any other right; and
 - 23.5.3 be revocable at any time in writing unless it is expressed to be irrevocable.
- 23.6 The rights and remedies of each party under the Agreement shall be cumulative, in addition to and not exclusive of any rights or remedies of that party under law. Each party may exercise each of its rights as often as it shall think necessary. Any right or remedy expressly included in any provision of the Agreement (or the exercise thereof) shall not be considered as limiting Haltermann Carless' rights or remedies under any other provision of the Agreement or otherwise (or the exercise thereof).
- 23.7 Nothing in the Agreement is intended to, or shall be deemed to, establish or imply any partnership, joint venture, employment, agency or fiduciary relationship between the parties. Neither party shall have, nor represent that it has, any authority to make or enter into any commitments on behalf of the other party or otherwise bind the other party in any way.

24 FORCE MAJEURE

Haltermann Carless will have no liability to the Seller under the Agreement if it is prevented from, or delayed in, performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, epidemics, pandemics, strikes, lockouts or other industrial disputes, failure of a utility service, infrastructure, or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

25 NOTICES

Except as specifically provided otherwise in the Agreement, any notice, demand or other communication shall be in writing and may be serviced only by sending it by pre-paid recorded delivery, registered post or by delivering it personally to the address set out on the front page of the Purchase Order and shall be deemed duly served 2 Working Days after posting and in proving service of the same it shall be sufficient to prove that such letter was properly addressed at the address referred to above and delivered to that address or into the custody of the postal authorities as a pre-paid recorded delivery, registered post letter. For the avoidance of doubt, notice given under the Agreement shall not be validly served if sent by e-mail. The provisions of this clause 25 shall not apply to the service of any proceedings or other documents in any legal action.

26 THIRD PARTY RIGHTS

The parties agree that Haltermann Carless Affiliates may (with the intention to confer a benefit on them) in their own right enforce the Agreement, so that they shall be able to buy Materials and/or Services from the Seller on the same terms and conditions as Haltermann Carless. Other than that, nothing in the Agreement is intended to confer any benefit on any third party (whether referred to by name, class, and description or otherwise) or any right to enforce a term contained in the Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

27 REACH AND CLP REGULATIONS

- 27.1 The Seller guarantees that all Materials supplied to Haltermann Carless are fully compliant with REACH and CLP. In particular, all Materials supplied must have been registered with ECHA by the deadline appropriate to the tonnage and must be provided with accurate and compliant safety data sheets.
- 27.2 The Seller guarantees that Haltermann Carless' end-uses for Materials have been included in the REACH registration dossiers submitted to ECHA. The Seller shall inform Haltermann Carless of any known end-uses that were not included in the submitted dossier, or were rejected by ECHA.
- 27.3 The Seller shall inform Haltermann Carless of any potential change in the REACH status of products they supply to Haltermann Carless, such as Member States asking for products to be placed on the candidate list for consideration as "substances of very high concern".

28 EXCISE DUTY

- 28.1 In the event that some or all of the Materials constitute goods for the purposes of excise duty, the Seller shall: (a) notify Haltermann Carless as soon as reasonably practicable (and in any event prior to delivery), such notification to include reasonably sufficient details to enable Haltermann Carless to comply with its statutory and procedural obligations concerning excise duty; and (b) ensure compliance with its own statutory and procedural obligations concerning excise duty.
- 28.2 On receipt of a notification from the Seller referred to in clause 28.1(a), Haltermann Carless will take all reasonably practicable steps to ensure compliance with its statutory and procedural obligations concerning excise duty in relation to the Materials and the Seller and Haltermann Carless shall provide to each other all assistance as may be reasonably requested by the other party concerning the same.
- 28.3 In the event that Haltermann Carless do not receive a notification from the Seller pursuant to clause 28.1(a) above prior to deliver but believe (acting reasonably) that some or all of the Materials constitute goods for the purposes of excise duty, Haltermann Carless may terminate or all or part of the relevant Purchase Order or reject all or part of the delivery of the Materials.
- 28.4 The Seller shall keep Haltermann Carless indemnified against any and all Losses that may be incurred by Haltermann Carless as a result of or in connection with any failure by the Seller to comply with its statutory and procedural obligations concerning excise duty, any failure to give notification and supply information required pursuant to clause 28.1(a) and/or any termination of the relevant Purchase Order or rejection of Materials pursuant to clause 28.3.

29 GOVERNING LAW AND JURISDICTION

- 29.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and/or claims) shall be governed by and construed in accordance with English law.
- 29.2 Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).