

SGT Terms and Conditions of Purchase

1 Definitions

1.1 In these Conditions, the following definitions apply:

"Agreement" the agreement formed between SGT and the Supplier comprising the Purchase Order, these Conditions, the Tender and any other documents expressly incorporated by reference or with the express written approval of SGT;

"Background IPR" all Intellectual Property Rights other than Foreground IPR, owned by either SGT or the Supplier existing prior to the Agreement;

"Conditions" the terms and conditions set out in this document;

"Confidential Information" any information of a confidential nature concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of its group (if applicable), including information relating to a party's operations, processes, projects, Intellectual Property Rights, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers, together with any other information that would be regarded as confidential by a reasonable business person;

"Data Protection Law" in each case to the extent applicable to the parties and as amended, superseded, replaced or updated from time to time: (i) the General Data Protection Regulation ((EU) 2016/679); (ii) the UK GDPR (having the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018); (iii) the Data Protection Act 2018; (iv) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (v) any other applicable data protection and privacy laws in place from time to time;

"Deliverables" any materials created, generated or developed by or on behalf of the Supplier in the course of performing the Services and/or deliverables that are ancillary to the Services (if any) including photos, videos, text, data, marketing materials, art and writing;

"Delivery Date" has the meaning given to it in condition 4.3;

"Delivery Location" has the meaning given to it in condition 4.1;

"Force Majeure Event" any act, event or omission beyond the reasonable control of a party and that is not foreseeable at the date of entering the Agreement, including, without limitation: war and other hostilities (whether war be declared or not) invasion, terrorist activity, act of foreign enemies, mobilisation, requisition or embargo; rebellion, revolution, insurrection, military or usurped power or civil war riot, civil commotion or disorder or malicious damage except where solely restricted to employees of the Supplier or its agents or sub-contractors; earthquake, flood, fire, epidemic, pandemic or other natural physical disasters except to the extent that any such disaster is caused by, or its effects contributed to by, the party claiming force majeure; a significant disruption to a utility service or transport network (including shipping) or general industrial dispute not limited to the employees of the Supplier or the employees of any of its agents or subcontractors; compliance with any law, governmental order, rule, regulation or direction;

"Foreground IPR" all Intellectual Property Rights, if any, created during the course of performing the Services, including Intellectual Property Rights in any Deliverables;

"Goods" the merchandise and/or goods (if any) provided by the Supplier as set out in the Purchase Order and/or Tender;

"Group" in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group;

"Insolvency Event" the other party: (a) stops or suspends payment of any of its debts or is unable to, or admits its inability to, pay its debts as they fall due; (b) commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors with a view to rescheduling any of its indebtedness (because of actual or anticipated financial difficulties); (c) a moratorium is declared in respect of any indebtedness of that party; (d) any action, proceedings, procedure or step is taken in relation to: (i) the suspension of payments, a moratorium in respect of any indebtedness, bankruptcy, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of that party; or (ii) a composition, compromise, assignment or arrangement with any creditor of that party; or (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager, trustee, supervisor or other similar officer in respect of that party or any of its assets; (e) the value of that party's assets is less than its liabilities (taking into account contingent and prospective liabilities); or (f) any event occurs in relation to that party that is equivalent or analogous to those set out in (a) to (e) (inclusive) in any jurisdiction;

"Intellectual Property Rights" all patents, trademarks, trade names and domain names, service marks, rights to inventions, copyright and related rights, rights in goodwill, rights in designs, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewal or extensions of, such rights and similar or equivalent rights or forms of protection in any part of the world which subsist or will subsist now or in the future;

"Losses" any claims, losses, demands, actions, damages, expense, costs (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all court costs and reasonable legal fees), fines, liabilities, obligations, liens and expenses;

"Price" has the meaning given to it in condition 6.1;

"Purchase Order" SGT's instruction to the Supplier to supply the Goods and/or Services made in any form (including in writing, placed by email, made orally (including telephone)) and that shall be made in accordance with these Conditions;

"Services" the services and Deliverables which may be provided by the Supplier as set out in the Purchase Order and any ancillary services (if applicable);

"Service Credits" the respective service credits as may be set out in the Purchase Order and/or the Tender (if any);

"Service Levels" the Supplier's performance levels as may be set out in the Purchase Order and/or the Tender (if any);

"SGT" The Shakespeare Globe Trust of 21 New Globe Walk, London SE1 9DT (registered charity number 266916);

"SGT Materials" all materials, equipment and tools, drawings, specifications, and data supplied by SGT to the Supplier;

"Specification" any specification for the Goods, including any related plans and drawings, that is agreed by SGT and the Supplier.

"Supplier" the person, firm or company named in the Purchase Order and/or Tender;

"Supplier Group Company" in relation to the Supplier, any member of its Group at any time (if any) and Supplier Group Companies shall be construed accordingly;

"Tender" documents that are part of a tender process (if any) including any: invitations to tender; invitations to quote; quotes provided by SGT; and responses, communications or documents provided by the Supplier to SGT in response to the tender process, in each case other than any terms of service and/or provision of goods provided by the Supplier; and

"Third Party IPR" Intellectual Property Rights, not owned by either SGT or the Supplier which the Supplier is entitled to use to fulfil the terms of the Agreement.

- 1.2 In these Conditions unless the context otherwise requires: (i) any words following the terms **"including"**, **"include"**, **"in particular"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; (ii) reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; (iii) (iv) reference to writing or written excludes fax but not email; and (vi) where an extension of a reference to the Supplier to include one or more Supplier Group Company or as otherwise reasonably implied by the context, the reference includes all applicable Supplier Group Companies.

2 Commencement and Application

- 2.1 These Conditions apply to the exclusion of any other terms or conditions that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. No terms or conditions submitted at any time by the Supplier shall form any part of the Agreement.
- 2.2 The Purchase Order constitutes an offer by SGT to purchase the Goods and/or Services subject to these Conditions. Such Purchase Order may be provided after the completion of the Tender. All of these Conditions shall apply to the supply of both Goods and Services.
- 2.3 The Purchase Order shall be deemed to be accepted on the earlier of the Supplier:
- 2.3.1 giving express written acceptance of the Purchase Order; and
- 2.3.2 doing any act consistent with fulfilling the Purchase Order, at which point the Agreement shall come into existence.
- 2.4 The Supplier shall: (i) ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement in respect of the Goods and Services; and (ii) not do or omit to do anything which may cause SGT to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business.
- 2.5 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.
- 2.6 The Supplier shall procure that each of the Supplier Group Companies shall grant the rights and comply with the obligations placed upon the Supplier pursuant to the Agreement to the same extent as if each Supplier Group Company had executed the Agreement in its own right.

3 Goods

- 3.1 The Supplier shall ensure, and shall warrant and represent, that the Goods supplied under the Agreement shall: (i) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) (ii) be fit for any purpose held out by the Supplier or made known to the Supplier by SGT expressly or by implication; (iii) without prejudice to condition 3.1(ii), be of the quantity, quality and description as specified in the Purchase Order, Tender and any applicable Specification or sample; (iv) be free from defects in design, materials and workmanship and remain so for at least 12 months after delivery unless specified otherwise in writing by the parties; and (v) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2 SGT shall have the right to inspect and test the Goods upon or within a reasonable period of time following delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and

any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Agreement.

3.3 If following such inspection or testing SGT considers that the Goods do not conform or are unlikely to comply with any of the Supplier's undertakings at condition 3.1, SGT shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. SGT may conduct further inspections and tests after the Supplier has carried out its remedial actions.

3.4 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Agreement.

4 Delivery, Risk and Title to Goods

4.1 The Goods shall be delivered, at the Supplier's cost, to SGT's address as set out on the Purchase Order, Tender or such other place of delivery as notified to the Supplier by SGT in writing prior to the delivery of the Goods ("**Delivery Location**").

4.2 The Supplier shall ensure that: (i) the Goods are properly packed and secured in such manners as to enable them to reach their destination in good condition; (ii) each Delivery is accompanied by a delivery note which shows the number and date of the Purchase Order, the number of packages and their contents; and (iii) a signature acknowledging receipt of the Goods by a duly authorised member of SGT's staff is obtained on delivery.

4.3 The Supplier shall deliver the Goods: (i) on the date specified in the Purchase Order or Tender or, if no such date is specified, within 28 calendar days of the date of the Purchase Order ("**Delivery Date**"); (ii) during SGT's normal business hours or as otherwise instructed by SGT; (iii) at the Delivery Location; and (iv) in accordance with any delivery instructions specified in the Purchase Order and/or Tender.

4.4 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location, except so far as that SGT shall not be deemed to have accepted the Goods until it has had a reasonable time to inspect them following delivery in accordance with conditions 3.2 to 3.4 (inclusive) or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

4.5 Time of delivery shall be of the essence. SGT shall not be obliged to accept early delivery of the Goods.

4.6 Risk in the Goods shall remain with the Supplier until delivery to SGT is complete, at which point risk shall transfer to SGT.

4.7 The Supplier shall not deliver the Goods in instalments without SGT's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle SGT to the remedies set out in clause 9.

4.8 Title to the Goods shall pass to SGT upon the earlier of: (i) delivery; or (ii) SGT's payment for the Goods.

4.9 If SGT notifies the Supplier that the Goods are being rejected in accordance with these Conditions, the risk in and title to the Goods shall immediately revert back to the Supplier at the point of notification.

4.10 The Supplier acknowledges that all SGT Materials and all rights in the SGT Materials are and shall remain the exclusive property of SGT. The Supplier shall keep the SGT Materials in safe custody at its own risk, maintain them in good condition until returned to SGT and not dispose or use the same other than in accordance with SGT's prior, express written instructions or authorisation.

5 Services

5.1 The Supplier warrants that it is entitled to enter into the Agreement. The Supplier shall perform the Services: (i) in compliance with SGT's reasonable instructions and all descriptions, standards and specifications from time to time; (ii) truthfully, accurately, loyally and in good faith towards SGT; (iii) with the best diligence, skill, care, in a professional, timely and workmanlike manner and to the best of its abilities; (iv) be fit for any purpose held out by the Supplier or made known to the Supplier by SGT expressly or by implication; (v) in accordance with all applicable laws, rules and regulations and SGT's policies, procedures and codes of conduct; (vi) to meet or exceed the Service Levels; and (vii) on any performance dates.

5.2 The Supplier shall: (a) provide regular, sufficient information to SGT in relation to the Service Levels and if they have been met by the Supplier; (b) observe all health and safety rules and regulations and any other security requirements that apply at any of SGT's premises (if applicable); and (c) co-operate with SGT in all matters relating to the Services, and comply with all instructions of SGT.

5.3 The Supplier further warrants that the documents and materials produced by the Supplier in the performance of the Services shall be of satisfactory quality and fit for the purpose for which they are supplied.

5.4 Time of performance of the Services shall be of the essence. SGT shall not be obliged to accept early delivery of the Services.

5.5 The Supplier shall commence performance of the Services on the date stated in the Purchase Order and/or Tender and, subject to earlier termination, shall continue the earlier of: (i) for the period stated in the Purchase Order and/or Tender; or (ii) until the Supplier's obligations under the Agreement have been performed.

6 Price and Payment

- 6.1 The price shall be the price of the Goods and/or Services as set out in the Purchase Order and/or Tender ("Price") and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. The Price shall be exclusive of VAT (which shall be payable in addition) but inclusive of all other charges, including delivery, carriage, insurance and packaging, unless expressly stated otherwise in the Purchase Order.
- 6.2 No extra charges shall be effective and due from SGT to the Supplier unless expressly agreed in advance in writing and signed by SGT. Unless otherwise agreed in advance in writing by SGT, all prices set out in the Purchase Order and/or Tender shall be fixed for the duration of the Agreement.
- 6.3 Unless otherwise agreed in writing by the parties, all invoices should be supplied promptly following delivery of the Goods and/or Services (as applicable) in PDF format (one invoice per PDF) by email to: accounts@shakespearesglobe.com, clearly stating the Purchase Order number.
- 6.4 Subject to the Supplier being successfully uploaded to SGT's finance system, payment of invoices shall be made by SGT within 35 calendar days from the end of the month in which SGT receives the relevant valid and undisputed invoice from the Supplier, unless otherwise agreed in writing.
- 6.5 Notwithstanding condition 6.4, if SGT disputes any sum or invoice, it shall notify the Supplier of the dispute and the amount to which it relates. SGT shall pay any undisputed balance of the invoice but may withhold payment of the disputed sum until the dispute is resolved.
- 6.6 If any undisputed sum payable under the Agreement is not paid when due then, following the expiry of 30 calendar days' written notice, the party entitled to payment may claim interest from the due date until payment is made in full, both before and after any judgment, at 3% per annum above the Bank of England Bank Rate from time to time. The parties agree that this condition 6.6 is a substantial remedy for late payment of any sum payable under the Agreement in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 6.7 SGT may at any time, without notice to the Supplier, set off any liability of the Supplier to SGT against any liability of SGT to the Supplier. Any exercise by SGT of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Agreement or otherwise.
- 6.8 If the Service Levels (or any one of them) are not met, the Supplier shall automatically credit SGT with the applicable Service Credits. Service Credits shall be shown as a deduction from the amount due from SGT to the Supplier in the next invoice then due to be issued under this agreement. The parties agree that any such Service Credits have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by SGT. SGT may terminate the Agreement immediately on notice where, in the reasonable opinion of SGT, the Supplier fails to meet any or all Service Levels and/or is consistently poor in meeting the Service Levels.

7 Tax Liabilities and Status

- 7.1 This agreement constitutes a contract for the provision of services and not a contract of employment.
- 7.2 The Supplier warrants that the Supplier is an independent supplier for all the purposes of the Agreement and that it is responsible for all income tax, national insurance, social security or other payments and liabilities in connection with the fees paid to it under the Agreement.
- 7.3 If the Supplier is supplying Services and is an individual and: (i) in the event that the Supplier is unable or unwilling to perform the Services personally the Supplier may arrange at the Supplier's own expense for a substitute to perform the Services on the Supplier's behalf, on notification to the SGT, subject to the Supplier warranting that the substitute is suitable to perform the Services; (ii) the parties agree that the Supplier is self-employed, not an employee of SGT, and that nothing in the Agreement is intended by the parties to render the Supplier an employee, worker or agent of SGT and the Supplier will not hold himself/herself out and will procure that neither any substitute nor the Supplier's employees, agents and sub-contractors will hold themselves out as such; and (iii) the Supplier agrees that it is not entitled to benefit from or participate in any policies, schemes or other arrangements which exist for the benefit of employees of SGT.
- 7.4 The Supplier and each Supplier Group Company undertakes to indemnify SGT against any (a) liability to income tax, costs, expenses, penalties, interest, fine or payments being the subject of formal demands on SGT by relevant national authorities in respect of the Supplier's performance of the Services and provision of the Goods; (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Supplier or any substitute against SGT arising out of or in connection with the provision of the Goods and/or Services; and (c) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law.

8 Intellectual Property

- 8.1 The Foreground IP created, generated or developed by or on behalf of the Supplier in the provision of the Goods and/or Services shall be wholly owned by SGT and, accordingly, the Supplier hereby assigns to SGT

absolutely and with full title guarantee (by way of present and future assignment) any and all such Intellectual Property Rights subsisting within the Foreground IP.

- 8.2 The Supplier shall grant SGT a non-exclusive, sublicensable, transferrable, perpetual, royalty free, worldwide licence to use its Background IP for the purpose of using the Goods and/or Services. SGT shall grant the Supplier a non-exclusive, non-transferrable, non-sublicensable, revocable royalty free worldwide licence to use its Background IP for the purpose of creating the Deliverables during the term of the Agreement.
- 8.3 The Supplier warrants and represents that all Foreground IP and Background IP provided by it to SGT is owned by the Supplier, or in the case of any Third Party IP is licensed to the Supplier for SGT to use in the Goods and/or Services.
- 8.4 The Supplier agrees that on request by SGT at SGT's reasonable expense it shall execute and sign such documents and to do such things as may be required by SGT to give effect to the assignment of rights under condition 8.1 and ensure that the rights assigned to SGT under this condition 8 can be exercised, sub-licensed or otherwise used freely by SGT in accordance with the terms of the Agreement (whether before, during or after the term of this Agreement).
- 8.5 The Supplier warrants that: (i) it has not, and shall not, grant or assign any rights of any nature in part or all of any Deliverables to any third party whatsoever in any part of the world; and (ii) all Deliverables will be original to the Supplier and SGT is or shall be the sole and unencumbered owner of all intellectual property in the Deliverables and that nothing in the Deliverables (or any exploitation of the same by SGT) will infringe any right whatsoever of any third party.
- 8.6 The Supplier irrevocably and unconditionally waives its right to paternity, its right to object to derogatory treatment and all other moral rights or any rights of a similar nature as it may have or acquired in the Deliverables in perpetuity, and warrants and undertakes to procure that all persons engaged in the creation or production or other use of the Deliverables have waived any and all moral rights on the same terms.
- 8.7 This clause shall survive termination or expiry of the Agreement.

9 Remedies

- 9.1 If any Goods and/or Services are not supplied in accordance with any of the terms of the Agreement (including in accordance with any warranties or undertakings) SGT shall be entitled to any one or more of the following remedies, in addition to those set out elsewhere in these Conditions and implied by statute and common law, whether or not any part of the Goods and/or Services have been accepted by SGT, SGT may exercise any one or more of the following rights and remedies: (i) to rescind the Agreement (namely, treat the Agreement as if it is not and has never been in force); (ii) to reject the Goods and/or Services (in whole or in part) and a full refund for the same shall immediately be paid by the Supplier to SGT; (iii) to require the Supplier at the Supplier's expense either to remedy any defect in the Goods and/or Services or to supply replacement Goods and/or Services and carry out any other necessary work to ensure that the terms of the Agreement are fulfilled; (iv) to refuse to accept any further deliveries of the Goods or provision of Services; and (v) to claim damages for any other costs, loss or expenses incurred by SGT which are in any way attributable to the Supplier's failure to carry out its obligations under the Agreement; (vi) to terminate the Agreement; and/or (vii) to recover from the Supplier any costs incurred by SGT in obtaining substitute goods from a third party.
- 9.2 These Conditions shall apply to any substituted or remedial Services and/or repaired or replacement Goods supplied by the Supplier. The Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

10 Termination and Consequences of Termination

- 10.1 Without limiting its other rights and remedies, SGT may terminate the Agreement for convenience in whole or in part by giving the Supplier 28 calendar days written notice, whereupon all Goods and/or Services under the Agreement shall be discontinued, and SGT shall pay to the Supplier for work completed at the date of termination but such payment shall in no event exceed the Price. Notwithstanding any other clause, SGT shall have no further liability to the Supplier for termination for convenience, other than the liability as set out in this clause 10.1.
- 10.2 Without limiting its other rights or remedies, either party may terminate the Agreement forthwith by notice in writing if the other party: (i) commits a material or persistent breach of its obligations which if capable of remedy shall not have been remedied within 14 calendar days of written notice to do so; or (ii) one or more of the following applies to the other party: (a) it ceases to trade; (b) it is unable to pay its debts; and/or (c) it suffers an Insolvency Event.
- 10.3 Without limiting its other rights or remedies, SGT may immediately terminate the Agreement by notice if at any time the Supplier: (a) commits any serious or repeated breach or non-observance of any of the provisions of the Agreement; (b) refuses or neglects to comply with any reasonable and lawful directions of SGT; (c) is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or (d) dies or is incapacitated (including by reason of illness or accident) from providing the Services.
- 10.4 On termination or expiry of the Agreement, the Supplier shall: (a) immediately return all SGT Materials; and (b) deliver to SGT any Goods and/or Services that SGT has paid for but has not received, whatever their form (including incomplete Goods and/or Services). If the Supplier fails to do so, then the SGT may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the

Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement.

- 10.5 Termination or expiry of the Agreement, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, 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.
- 10.6 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after its termination or expiry shall remain in full force and effect.

11 Indemnities and Liability

11.1

11.2 The Supplier and each Supplier Group Company shall indemnify SGT against all Losses suffered or incurred by SGT arising out of or in connection with: (a) any claim made against the SGT for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding the Background IP of SGT); (b) any claim made against SGT by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods or Services, to the extent that the defects in the Goods or Services are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and (c) any claim made against SGT by a third party arising out of or in connection with the supply of the Goods or 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 Supplier, its employees, agents or subcontractors.

11.3 Nothing in the Agreement limits any liability which cannot legally be limited, including liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; (d) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; and (e) defective products under the Consumer Protection Act 1987.

11.4 Subject to clause 11.3, SGT shall not be liable to the Supplier whether in contract, tort (including negligence), breach of statutory duty or otherwise arising out of or in relation to the Agreement, howsoever caused, for: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of use or corruption of software, data or information; (f) loss of or damage to goodwill; (g) wasted expenditure; (h) indirect or consequential loss; and (i) SGT changing to or using another supplier for any reason, including where the Supplier has not confirmed that it is acting consistently with fulfilling any Purchase Order.

11.5 The total aggregate liability of SGT whether in contract, tort (including negligence), breach of statutory duty or otherwise arising out of or in relation to the Agreement, howsoever arising in connection with or related to the Agreement shall be limited to the total Price due to the Supplier at the time the claim is made.

11.6 Subject to conditions 11.2 and 11.3, the individual, maximum liability of each of the Supplier and each Supplier Group Company in respect of all Losses suffered or incurred by SGT that arise under or in connection with the Agreement shall be limited to £10,000,000.

11.7 This clause shall survive termination or expiry of the Agreement.

12 Other Important Terms

12.1 Insurance. The Supplier undertakes to maintain at its own cost an insurance policy with a reputable insurance company up to an amount sufficient to meet its liabilities in full under the Agreement. The Supplier shall promptly produce to SGT on demand both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12.2 Force Majeure. If a party is prevented, hindered or delayed in or from performing any of its obligations under the Agreement by a Force Majeure event, it shall not be in breach of the Agreement or otherwise liable for any such failure or delay in the performance of its obligations, provided that it notifies the other party in writing to that effect giving full details of the circumstances giving rise to the Force Majeure event (with as much advance notice as possible). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 2 months or more, the party not affected may terminate the Agreement by giving 2 weeks' notice to the affected party.

12.3 Performance. The Supplier shall be liable for, and shall not be excused non-performance of the Agreement due to, any performance or non-performance by its employees, sub-contractors or agents (if applicable).

12.4 No partnership or agency: Except as permitted by the Agreement, neither party (and/or any Supplier Group Company) shall in any way represent itself as being the other or an agent, partner, employee or representative of the other and shall not hold itself out as having any authority to incur any obligation of any nature whether express or implied on that other's behalf.

12.5 Joint and Several Liability: In the event that more than one person or party is named as the 'Supplier' in the Purchase Order and/or Tender, each person or party so named shall be jointly and severally liable for performing the Supplier's obligations under the Agreement.

12.6 Severability. If any provision of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction then it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

12.7 Confidentiality: The Supplier shall keep in strict confidence all Confidential Information and the Supplier shall restrict disclosure of such Confidential Information to such of its employees, agents or sub-suppliers as need

to know the same for the purpose of discharging the Supplier's obligations to SGT under this Agreement and shall ensure that such employees, agents or sub-suppliers are subject to like obligations of confidentiality as bind the Supplier. The provisions of this condition 12.7 shall survive expiry or termination of the Agreement, howsoever caused.

- 12.8 Data Protection. The Supplier shall (and shall ensure that all of its personnel and sub-contractors shall) comply with the Data Protection Law. To the extent that the Supplier requires (or later becomes aware that it requires) access to any personal data controlled by SGT as part of it providing the Goods and/or Services the Supplier shall notify SGT in writing and shall agree and enter into to SGT's separate data processing terms, and any data processing terms applicable to its sub-contractors. The provisions of this condition 12.8 shall survive expiry or termination of the Agreement, howsoever caused.
- 12.9 Compliance. The Supplier shall not act in a manner which would breach applicable laws, regulations, codes and sanctions relating to tax evasion. The Supplier shall comply with any policies of SGT in place from time to time. The Supplier shall, and warrants and undertakes that it shall, comply with the Bribery Act 2010, Modern Slavery Act 2015, Proceeds of Crime Act 2002 and the Criminal Finances Act 2017 and not do, or omit to do, any act that will cause SGT to be in breach of the Bribery Act 2010, Modern Slavery Act 2015, Proceeds of Crime Act 2002 or the Criminal Finances Act 2017.
- 12.10 Assignment. The Supplier may not subcontract, assign, delegate, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Agreement} without SGT's prior written consent.
- 12.11 Variation. No variation of the Agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).
- 12.12 Waiver. A waiver of any rights or remedies under the Agreement or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 12.13 Due Diligence. The Supplier agrees and acknowledges that everyone has the right to protection from harm, abuse, harassment and exploitation. The Supplier warrants, represents and undertakes that it will take all reasonable action to safeguard and protect from harm, abuse, exploitation and harassment anyone who is involved with, or comes into contact with, its operations. The Supplier shall implement adequate due diligence procedures for its suppliers, sub-contractors and other participants in its supply chain, to minimise as far as is reasonably possible the risk of harm, abuse, exploitation and harassment occurring in its supply chain. The Supplier agrees and acknowledges that all children below the minimum working age (normally the end of compulsory schooling) have a right to complete a basic education and to physical, social, mental, psychological and spiritual development. The Supplier warrants, represents and undertakes that it will take all reasonable action to ensure that children are not deprived of an education and/or separated from their families through labour in support of its operations, and shall implement due diligence procedures for its suppliers, sub-contractors and other participants in its supply chain, to minimise as far as is reasonably possible the risk of harm arising through child labour in its supply chain.
- 12.14 Conflicts. If there is any conflict or ambiguity between the provisions of these Conditions, the Purchase Order and any Tender, unless expressly stated otherwise, the order of precedence shall be: (a) the Purchase Order; (b) the Tender; and, (c) these Conditions, each to the extent of the conflict or ambiguity only.
- 12.15 Third Party Rights: A person who is not a party to the Agreement shall not have any rights to enforce its terms. Notwithstanding the foregoing, SGT shall be entitled to bring a claim against the Supplier and each Supplier Group Company in respect of such costs, claims, demands and expenses incurred by SGT that arise directly or indirectly as a direct result of breach by the Supplier or any Supplier Group Company of the terms of the Agreement. This clause shall survive termination of the Agreement.
- 12.16 Law and Jurisdiction: The Agreement shall be governed by and interpreted in accordance with English Law. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation save that claims for injunctive relief in relation to allegations of breach of confidence and any claims relating to Intellectual Property Rights may be brought in any competent jurisdiction.