

PRINOVIS UK LIMITED TERMS AND CONDITIONS OF PURCHASE

1 DEFINITIONS

1.1 In these Conditions:

"Adequate Procedures" means adequate procedures as referred to in section 7(2) of the Bribery Act 2010 and any guidance issued by the Secretary of State under section 9 of the Bribery Act 2010;

"Associated Persons" means in relation to a company, a person (including an employee, agent or subsidiary) who performs services for or on behalf of that company;

"Authorised Representative" means a director of Prinovis or any other person authorised on behalf of Prinovis of whom the Supplier has been notified in writing

"Conditions" means these terms and conditions of purchase by Prinovis;

"Contract" means the contract for the purchase of goods and/or services between the Supplier and Prinovis incorporating these Conditions;

"Contract Documentation" means all documents which form part of, constitute or evidence the Contract, or are incorporated into the Contract by reference, including these Conditions, any Order and all Specifications;

"Delivery Address" means the address where the Goods are to be delivered or Services to be provided by the Supplier, as stated in the Contract Documentation, or if not stated, such premises of Prinovis in the United Kingdom as Prinovis shall notify to the Supplier;

"Delivery Date" means the date by which or period within which the Goods are to be delivered or Services to be provided as stated in the Contract Documentation, or if no date or period is stated the Delivery Date shall be a reasonable period following the acceptance of the Contract;

"Delivery Schedule" means any schedule or plan for the acquisition, manufacture, supply and delivery of the Goods or the provision of the Services, as referred to in the Contract Documentation, or as provided by the Supplier in accordance with Condition 7.6;

"Developed Materials" means all materials to be authored, written, prepared, drawn, designed, invented, generated, acquired, made or developed by the Supplier as part of or in the course of provision of the Goods/ Services;

"Goods" means the goods, works, services, software, data and materials referred to in an Order or the Contract Documentation which are to be supplied by the Supplier;

"Include" and "including" shall be construed without limitation;

"Intellectual Property Rights" means all or any registered or unregistered intellectual property rights in any part of the world, including, patents, design rights, copyrights, database rights, topography rights, know-how, rights in inventions and ideas, and rights to confidence, together with any right to apply for any such intellectual property rights and the benefit of any applications for any such intellectual property rights;

"Month" means a calendar month;

"Order" means any order placed by Prinovis to purchase any Goods or Services or any acceptance of Prinovis of an offer to supply any Goods or Services, in each case incorporating these Conditions;

"Price" means the price for the Goods or Services, as stated in the Contract Documentation, or as otherwise agreed by Prinovis and the Supplier, or if not stated or otherwise agreed, the Supplier's published price for goods / services of that type;

"Prinovis" means Prinovis UK Limited (Company number 05063783) whose registered office is at One Fleet Place, London EC4M 7W S);

"Prinovis Group" means the ultimate parent undertaking of Prinovis and any subsidiary undertaking of that parent as such terms are defined in Section 1162 Companies Act 2006;

"Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

"Representative" means in relation to a party, any director, officer, employee,

servant, agent, sub-contractor, or carrier of that party;

"Services" means the services referred to in an Order or the Contract Documentation and which are to be provided under the Contract by the Supplier;

"Specification" means all technical descriptions, designs and drawings of the Goods/ Services and details of their manufacture, method of construction, and performance specified by Prinovis in or pursuant to the Order and/or set out or referred to in the Contract Documentation;

"Supplier" means, in the case of an Order, the person to whom the Order is addressed, and in the case of the Contract, the person who is to supply the Goods/ perform the Services as stated in the Contract;

"Supplier Group" means any affiliated companies of the Supplier and shall include all subsidiaries (as defined in the Companies Act 1985) of the Supplier's ultimate parent undertaking; and

"Working Days" means any day excluding Saturday and Sunday and public holidays in the United Kingdom.

- 1.2 References: a reference to a "person" includes a reference to a company, partnership or individual; the singular shall include the plural and vice versa; condition headings do not affect the interpretation of these Conditions; a reference to a "third party" is to a person who is not a party to the Contract; a reference to a statute, statutory instrument, regulation, order or license is a reference to that statute, statutory instrument, regulation, order or license as substituted, varied, or re-enacted from time to time; and a reference to "writing" includes any facsimile or electronic mail transmission.

2 APPLICATION OF TERMS

- 2.1 Subject to any variation under Condition 2.2 the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Supplier purports to apply under any purchase order, confirmation of order, specification or other document). These Conditions shall also apply, should Prinovis unreservedly accept the delivery in full awareness of the Supplier's Conditions that conflict with or are in deviation to these Conditions. All terms and conditions of the Supplier are hereby excluded.

- 2.2 These Conditions apply to all Prinovis' purchases and orders and any variation to these Conditions, the Order or the Contract Documentation shall have no effect unless expressly agreed in writing and signed by an Authorised Representative of Prinovis. The same applies to the abrogation of this obligation.

3 SUPPLY OF GOODS

- 3.1 Orders shall be made in writing. The Supplier shall confirm each Order in writing, to include the binding Price and Delivery Date. The confirmation of Order may not deviate, either in whole or in part, from the content of the Order. Should the Supplier not accept an Order placed by Prinovis within one week of receipt, Prinovis shall be entitled to cancel this Order.
- 3.2 Upon Prinovis' request the Supplier shall provide information as part of a credit check before an Order is placed.
- 3.3 The Supplier agrees to sell, deliver and provide to Prinovis the Goods and / or Services as described in the Contract Documentation and Prinovis agrees to pay for the Goods and / or Services that are delivered or performed in accordance with the Contract.
- 3.4 Prinovis shall be entitled at any time to change the quantity and specification of the Goods and / or Services, the Delivery Address and the Delivery Date. If such change would result in additional cost and expense to the Supplier or delay the time by which the Supplier might deliver the Goods or perform the Services, an equitable adjustment may be made to the Price and the Delivery Date subject to the prior written agreement to any such adjustment by an Authorised Representative of Prinovis.

4 QUANTITY, QUALITY AND STANDARD

- 4.1 The Goods and / or Services supplied by the Supplier shall conform as to quantity, quality, design, specification, and description with the requirements of the Contract Documentation, and shall at least:
- a) be new and in full working order;
 - b) be in compliance with state-of-the-art technology, the relevant statutory provisions, the regulations and guidelines of authorities, professional associations as well as industrial unions;

- c) be of satisfactory quality, design, manufacture, materials and workmanship and finish and of highest standard in the industry;
 - d) be free from damage or defects;
 - e) be fit for any specified purposes made known by Prinovis, whether expressly or by implication, or which the Supplier ought to have known of;
 - f) in the case of Services, be performed with the highest standard of care and skill expected from a professional.
- 4.2 The Supplier shall adequately pack and wrap, box and crate the Goods to protect them against all risks of damage to or deterioration of the Goods until delivery has been completed. Unless otherwise agreed, packaging is non-returnable.
- 4.3 The Supplier shall provide Prinovis with such information and assistance concerning the Goods and / or Services as Prinovis may reasonably require in order to enable Prinovis to comply with its legal obligations in relation to health and safety (in particular with the Consumer Protection Act 1987 and the Health and Safety at Work Act 1974, each as amended or updated from time to time).
- 4.4 The Supplier shall at the place of performance comply with all applicable laws, legislation, legal obligations, regulations, methods, standards and industry practices including without limitation with all regulations or laws required by or customarily used in good and prudent practice in that industry. The Supplier shall provide Prinovis with evidence of its compliance with such applicable laws, legislation and legal obligations together with evidence of any required certification immediately on request by Prinovis.

5 PERFORMANCE

- 5.1 Promptly on commencement of the Contract, the Supplier shall provide to Prinovis a detailed schedule for the manufacturing and delivery of the Goods / the performance of the Services, showing how the Supplier will achieve the Delivery Date and setting out all important steps which the Supplier must take in order to achieve the Delivery Date. The Supplier shall comply with that Delivery Schedule, and shall keep Prinovis promptly informed of all (foreseeable) delays to and deviations from that Delivery Schedule. If the Supplier is delayed in or deviates from the Delivery Schedule, the Supplier shall at his

own expense promptly take all steps necessary to rectify or minimise such delay or deviation. If the Supplier fails to take such steps, Prinovis shall be entitled (without prejudice to any other rights it may have) to cancel the Contract by notice to the Supplier and to purchase the Goods or Services from another Supplier, charging the Supplier with any additional costs, or to take measures to avert the delay of the Supplier and to charge the additional costs from the Supplier. In case of a cancellation the Supplier must refund any pre-payment plus 8% interest above the Bank of England base rate or such interest rate as Prinovis is legally permitted to impose, whichever is the higher.

- 5.2 Where Prinovis permits the Supplier to use any trade mark of Prinovis, the Supplier shall only use and reproduce that trade mark for the purposes of providing the Goods or Services. The Supplier acknowledges that Prinovis is the sole and absolute owner of such trade mark, that the Supplier shall not acquire any rights to such trade mark, and that any benefit or goodwill arising out of the Supplier's use of such trade mark shall belong to Prinovis.

6 INSPECTIONS AND TESTING

- 6.1 The Supplier shall permit Prinovis' Representatives on reasonable notice to inspect and monitor at any reasonable time all work being performed by the Supplier or a Supplier Representative under the Contract.
- 6.2 If requested by Prinovis, the Supplier shall test the Goods for conformity with the Contract prior to delivery, and shall provide Prinovis with a written report on the results of such tests (without additional cost). Prinovis shall be entitled to attend and observe testing of the Goods. The Supplier shall also permit Prinovis on request to conduct tests on the Goods prior to delivery. Any inspection or testing by Prinovis shall not relieve the Supplier from its responsibility and/or liability and cannot be interpreted as an acceptance by Prinovis.

7 DELIVERY

- 7.1 All Goods and / or Services shall be delivered to and/or performed at the Delivery Address by the Delivery Date strictly in accordance with the Contract. Time for delivery / performance of the Goods and / or Services is

of the essence of the Contract. Supplier guarantees that the delivered Goods or provided Services comply with all the relevant legal provisions and that the Supplier has all required permits and licences; in case of deliveries to countries other than the country of origin, regulations of the country of destination shall also apply.

7.2 The Supplier shall send with any Goods despatched (with a copy by post separately on the despatch of any Goods) an advice notice stating Prinovis' order number, full details of the person placing the Order, the consignment, date of despatch, name of carrier, and list of accompanying documents, the correct intrastat codes and weight if applicable and all other documents required by the Contract. Incorrect or incomplete delivery documents shall entitle Prinovis to refuse receipt of delivery. If a machine is delivered in accordance with the Machine Directive (RL 2006/42/EC) the assessment of risk required under the Directive must also be provided to Prinovis.

7.3 Where Goods are to be delivered by the Supplier the Supplier shall deliver the Goods DDP to Prinovis' premises in Liverpool (in accordance with Incoterms (2010 Edition), except where something else is agreed in writing between the parties or is otherwise specified in the Contract Documentation.

7.4 Without prejudice to clauses 7.3 and 7.4, risk of loss or damage to the Goods shall pass to Prinovis on the later of acceptance of the Goods by Prinovis pursuant to clause 8 below and completion by the Supplier of any services which the Supplier is to provide in respect of the Goods following delivery. The Supplier will repair or replace without charge to Prinovis all Goods damaged or lost in transit however sent.

7.5 The Supplier shall deliver the amount stated in the Order. Prinovis shall not be obliged to pay for any over-delivery. Under-delivery is not permissible. If it is evident that the Supplier shall fail to deliver the required quantity of the Goods by the Delivery Date, then Prinovis, without prejudice to any other rights and remedies available, shall be entitled at its option to:

- a) reject the Goods delivered and cancel the Contract as a whole without any payment liability and the Supplier shall refund any advanced payments made by Prinovis; or
- b) accept delivery of those Goods which have been delivered, and cancel the

Contract in respect of the undelivered Goods; or

- c) accept those Goods which have been delivered, and specify a further Delivery Date by which the remainder of the Goods must be delivered.

In cases of Clause 7.6 Prinovis shall be entitled to charge all overtime and other additional costs so incurred.

7.6 Unless otherwise specified by Prinovis, the Supplier shall be responsible for packing, transporting, unloading, constructing, installing and bringing the Goods into full operation and the Goods shall not be considered to have been delivered until the Supplier has done so to the reasonable satisfaction of an authorised employee of Prinovis.

8 ACCEPTANCE

8.1 Prinovis shall not be considered to have accepted or approved any part of the Goods until after Prinovis has had a reasonable time to inspect the Goods and ascertain that they are in accordance with the Contract Documentation. A reasonable time shall be considered to be at least 30 days after delivery of the Goods. The making of payment does not prejudice Prinovis' right of inspection.

8.2 Where Goods need to be tested in advance, acceptance shall only occur once the Goods were installed, put into operation and tested successfully under normal running conditions. The Supplier will provide the required test certificates.

8.3 Acceptance by Prinovis of any Goods not in conformity with the Contract shall be without prejudice to any rights Prinovis may have against the Supplier, including the warranties under Condition 12 and 13, and Prinovis shall not be considered by accepting the Goods to have agreed that the Goods supplied were supplied in accordance with the requirements of the Contract.

8.4 Prinovis' rights to reject any Goods shall not be affected by the resale of any Goods by Prinovis to any other person.

8.5 Goods rejected by Prinovis shall be at the risk of the Supplier, and the Supplier shall at the option of Prinovis either collect the Goods or reimburse or pay to Prinovis the cost of returning the Goods to the Supplier.

9 PRICE

- 9.1 The Price includes all costs and expenses of providing and delivering the Goods and/or performing the Services to Prinovis, including but not limited to all costs of and charges for loading, transport, carriage, freight, packaging, insurance in transit, and unloading of the Goods, all customs, duties, and other taxes payable in respect of the Goods, and all costs of labour, travel, subsistence, accommodation, insurance, overheads.
- 9.2 The Price and all other amounts payable by Prinovis under the Contract are exclusive of value added tax, which Prinovis will pay in addition at the applicable rate on receipt of a VAT invoice.

10 PAYMENT TERMS

- 10.1 The Supplier shall not be entitled to invoice the Price until the Goods to which such Price or other amounts relate have been fully delivered or the Services have been performed in accordance with the Contract. The Supplier shall render no more than one invoice in any Month to Prinovis for all Goods supplied or Services performed during the course of that Month. All invoices shall specify Prinovis' order number(s), full details of the person placing the order(s) and the Goods delivered, including description, the correct intrastat codes and weights if applicable, quantity and price and the Supplier's VAT number. Invoices shall be marked for the attention of the accounting department.
- 10.2 Subject to the invoice provided by the Supplier being correct and in accordance with Condition 10.1, Prinovis will pay the Price within 90 days of the date on which Prinovis receives the Supplier's invoice. If Prinovis pays the Price on or before the 5th Working Day of the Month following the Month in which the invoice was issued to Prinovis, the Price shall be reduced by 3% early payment discount.
- 10.3 If the invoice provided by the Supplier is incorrect or incomplete, Prinovis shall not be liable to pay such invoice until it is correct and complies with Condition 10.1. Any such reissued invoice must be supplied to Prinovis within 90 days of the date of the original invoice. If the reissued invoice is not supplied to Prinovis within 90 days of the date of the original invoice, Prinovis shall not be liable to make any payment to the Supplier. For the

avoidance of doubt, the time for payment (specified in Condition 10.2) of any reissued invoice which complies with Condition 10.1 shall run from the date the reissued invoice is received by Prinovis.

- 10.4 If Prinovis fails to pay to the Supplier any sum due pursuant to the Contract, Prinovis shall be liable to pay interest to the Supplier on such sum from the due date for payment until the day before the day payment is received (both after as well as before judgment) at the base rate of The Bank of England. The parties agree that this is a substantial remedy for the purpose of the Late Payment of Commercial Debts (Interest) Act 1998.
- 10.5 Prinovis and companies that are affiliated to Prinovis are entitled to offset all sums owed by and all claims against the Supplier (irrespective of whether the liability is actual or contingent, the claim is ascertained or not and whether proceedings have been issued or not) and withhold invoiced amounts against any debt or sum the Supplier or any member of the Supplier's Group is owing to Prinovis in connection with an Order. Prinovis may set off or withhold an amount that Prinovis estimates to be the amount payable by the Supplier (in good faith).
- 10.6 If requested by Prinovis, the Supplier shall, within twenty-one (21) days of Prinovis' request, acquire a performance bond at its cost from an international bank or surety company acceptable to Prinovis (in the exercise of its reasonable discretion) equal to 15% of the purchase amount. The form of the performance bond shall be mutually agreed.
- 10.7 All invoices shall be in pounds sterling unless otherwise stated in the Contract Documentation or agreed in writing by both parties.

11 TITLE AND RISK

- 11.1 Title to any Goods shall pass on to Prinovis on delivery to Prinovis, unless Prinovis has paid all or any part of the Price for the Goods prior to delivery, in which case title to any materials procured or manufactured by the Supplier towards performance of the Contract shall pass to Prinovis when they are procured or manufactured and title to the Goods shall pass to Prinovis as soon as the Goods have been appropriated to the Contract.
- 11.2 Risk in the Goods shall pass to Prinovis at the time specified in clause 7.5 above, provided

that notwithstanding the above the Supplier will keep such Goods fully insured up to their full reinstatement value at all times until such risk passes to Prinovis.

11.3 Prinovis reserves the rights of ownership and copyright to any self-supplies, materials and production documents which Prinovis provides to the Supplier in connection with the supply / manufacturing of the Goods or the performance of the Services.

12 INTELLECTUAL PROPERTY AND INDEMNITY

12.1 The Supplier hereby assigns to Prinovis (by way of present and future assignment) all its right, title and interest in and to the Developed Materials and all Intellectual Property Rights in and to any Developed Materials.

12.2 Except for any Intellectual Property Rights assigned in Condition 12.2, and subject to any other license terms agreed by Prinovis and the Supplier in writing, the Supplier grants to Prinovis an irrevocable, transferable, royalty-free, non-exclusive license, with right to grant sub-licenses, in respect of the Intellectual Property Rights in the Goods and any other materials provided to Prinovis in connection with the Contract or the Goods, to copy, edit, use, reproduce, modify, make, combine with any materials of Prinovis or a third party, or do anything else with the Goods for the purposes of obtaining the full benefit of and making full use of the Goods in its business and repairing and maintaining the Goods. The Supplier confirms that it is permitted to grant such license.

12.3 The Supplier hereby fully and effectively indemnifies and holds harmless Prinovis from and against any claims, liability, awards, damages, consequential and direct losses and other costs (including professional costs) incurred by or made against Prinovis and arising directly or indirectly as a result of any third party claiming that the Intellectual Property or its use infringes their own intellectual property rights.

13 WARRANTIES AND REMEDIES

13.1 The Supplier warrants that the Goods and / or Services will comply with the requirements of the Contract Documentation, and in particular the requirements of Condition 4, and that in particular the Goods will continue to operate

without malfunction for 24 months following delivery.

13.2 Without prejudice to the provisions of clause 12.3 above, the Supplier warrants that the use of or re-sale of the Goods by Prinovis will not infringe the Intellectual Property Rights of any third party.

13.3 If at any time any Goods are found not to comply with the requirements of the Contract, or any warranty in relation to the Goods (including the warranties in this Clause 13) is found to have been breached, then, without prejudice to any other rights and remedies available to it, Prinovis shall be entitled at its sole option to:

- a) reject all of the Goods, cancel the Contract as a whole, and require the Supplier to refund the Price, or
- b) require the Supplier to replace or repair the Goods with Goods conforming to the requirements of the Contract, carry out repairs and rectification work itself to the Goods, and to require the Supplier to pay the costs of any such repairs, replacements or rectification work, and/or to cancel the Contract in relation to any undelivered Goods.

14 TERMINATION RIGHTS

14.1 Prinovis shall be entitled by notice at any time to terminate the Contract in whole or in part. Upon termination the Supplier shall immediately discontinue work on the Contract and shall within two (2) months after that termination submit its claim for expenses incurred pursuant to the Contract to the extent to which those expenses are unavoidable following Prinovis' termination (which Prinovis shall be entitled to dispute), however excluding any loss of profit. The Supplier shall take all reasonable steps to mitigate its loss and Prinovis shall not be liable for claims submitted more than two (2) months after termination. Subject to payment of the fair and reasonable price, the Supplier shall sell to Prinovis all unused and undamaged materials and parts and items in the course of manufacture pursuant to the Contract before the termination.

14.2 A party may at any time by notice in writing summarily terminate the Contract (without liability to the other party and without prejudice to any other rights the party may have), if the other party is in breach of the Contract and (if that breach can be remedied) fails to remedy that breach within 14 days of notice of the

breach.

14.3 A party may at any time by notice in writing summarily terminate the Contract forthwith (without liability to the other party) upon the occurrence of any of the following events:

- a) if the other party threatens to cease or ceases to carry on business; or
- b) if the other party, being an individual, or any partner of the other party which is a partnership, becomes bankrupt or has a receiving order or administration order made against him; or if the other party, being an individual, or any partner of the other party which is a partnership, becomes insolvent or appears to be unable to pay a debt or to have no reasonable prospect of paying a debt (within the meaning of Section 123 of the Insolvency Act 1986); or
- c) if the other party being a company, appears unable to pay its debts (within the meaning of Section 123 of that Act); or on the presentation of a petition for the appointment of a receiver, administrative receiver or administrator or the giving of any notice of a resolution for the winding-up of the other party (other than for a members' voluntary winding-up of a solvent company for the purpose of a bona fide reconstruction); or on the appointment of an administrative receiver or administrator in respect of the whole or any part of the other party's undertaking or assets, or the other party reasonably apprehends that any of the events mentioned above is about to occur and notifies the other party accordingly; or
- d) if a comparable situation occurs under another jurisdiction affecting that party.

14.4 Prinovis may summarily terminate the Contract by notice in writing if there is or if Prinovis reasonably concludes that there has been a change of control of the Supplier.

14.4 If the Supplier shall indicate to Prinovis that it does not intend to continue the performance of its obligations under the Contract, or the Supplier informs Prinovis of or Prinovis becomes aware of any event or circumstance which in the reasonable opinion Prinovis will or is likely to substantially delay or prevent the performance by the Supplier of the Contract then Prinovis shall be entitled to treat this as anticipatory breach of the Contract which cannot be remedied and terminate the Contract without liability to the Supplier immediately by notice to the Supplier

15 SUPPLIER'S INDEMNITY

The Supplier hereby fully and effectively indemnifies and holds harmless Prinovis from and against all and any loss including consequential losses, damage, costs, expenses (including solicitors' costs and expenses) and liability suffered or incurred by Prinovis resulting from a breach of the Contract by the Supplier (including a delayed delivery), or negligence of the Supplier in performing the Contract, or the Regulations being deemed to apply to any employee of the Supplier as a result or consequence of such termination, or any act or omission of the Supplier or Supplier's Representatives in the course of performance of the Contract or on or in relation to any premises of the Supplier, or any failure of the Goods and / or Services to comply with the requirements of the Contract (including Condition 4), or any legal requirement or any breach of a warranty or representation in relation to the Goods and / or Services (including the warranties in Conditions 12 and 13).

16 INSURANCE

16.1 The Supplier shall take out and maintain at its own cost liability insurance, in respect of the Supplier's liability for death or injury to any person, and loss or damage to any property; and in respect of the Supplier's liability to any person arising out of the non-conformity of the Goods with the Contract, or any other defect in the Goods.

16.2 All insurance shall be maintained with a reputable insurance company, be for such amount as is prudent in all the circumstances, and shall be endorsed to include the interests of Prinovis, or if Prinovis requests, shall be in the joint names of Prinovis and the Supplier, as co-assureds, but state that the Supplier is solely liable for the premiums.

17 CONFIDENTIALITY

17.1 For the purposes of the Contract, "Confidential Information" means, in relation to a party, all and any knowledge, data, trade secrets or other information of that party or any other person disclosed (in writing, electronically or verbally) by that party to the other party. All Developed Materials shall be treated as the Confidential Information of Prinovis.

17.2 Each party undertakes to hold and maintain in

strict confidence the Confidential Information of the other party.

17.3 The Supplier shall be entitled to use Confidential Information of Prinovis to perform the Contract and provide the Goods, but for no other purpose. Prinovis shall be entitled to use Confidential Information of the Supplier to the extent necessary for the purposes of performing the Contract, and obtaining and receive the full benefit of and use of the Goods.

17.4 Each party agrees not to disclose Confidential Information of the other party to any person, except that a party may disclose Confidential Information of the other party to any Representative of a party who reasonably needs to know or use that Confidential Information for the purposes of the Contract, and to any person to whom disclosure is required by any applicable law. A party proposing to disclose any Confidential Information shall make such disclosure in good faith and in confidence, and shall ensure that the person to whom any Confidential Information is disclosed shall have undertaken before disclosure to hold and maintain confidential that Confidential Information.

17.5 Each party shall on request from the other party promptly return to the other party (or on other party's request, destroy) all Confidential Information of the other, except that Prinovis shall be entitled to retain any Confidential Information of the Supplier which it reasonably requires to continue to be able to receive the full benefit of and make full use of the Goods and as far as legally required (e.g. storage requirement).

17.6. Printed products, as a whole or in partial products, may not be removed, nor may their content be made known in general to third parties prior to their publication. Moreover, it is permissible only with Prinovis' consent to take photographs or make videos on Prinovis' premises.

17.7. In the event that the Supplier comes into contact with personal data of Prinovis or its customers, it pledges itself to compliance with the applicable provisions of data protection. The Supplier will take appropriate organisational and technical measures to ensure the safety of personal data.

18 ASSIGNMENT

18.1 Prinovis may assign the Contract or any part of it to any person, firm or company.

18.2 The Supplier shall not be entitled to assign the Contract or any part of it without the prior written consent of Prinovis.

19 FORCE MAJEURE

Prinovis reserves the right to defer the date of delivery or to cancel the Contract or the Order or reduce the volume of the Goods ordered by Prinovis (without liability to the Supplier) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Prinovis including acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials. If the event in question continues for a continuous period in excess of twenty-eight (28) days, Prinovis shall be entitled to give notice in writing to the Supplier to terminate the Contract.

20 COMMUNICATIONS

20.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:

- a) (in case of communications to Prinovis) to its registered office or such changed address as shall be notified to the Supplier by Prinovis; or
- b) (in the case of the communications to the Supplier) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Supplier set out in any document which forms part of the Contract or such other address as shall be notified to Prinovis by the Supplier.

20.2 Communications shall be deemed to have been received:

- a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
- b) if delivered by hand, on the day of delivery; or
- c) if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

20.3 Communications addressed to Prinovis shall be marked for the attention of the Purchasing Department.

21 MISCELLANEOUS

21.1 The Contract and the Contract Documentation constitute the entire agreement between Prinovis and the Supplier for the purchase of the Goods, and replaces any previous such agreements.

21.2 The Supplier shall not be entitled to subcontract the performance of all or any part of the Contract to any person without the prior written consent of Prinovis. The Supplier shall not be relieved of its obligations under the Contract by delegating or sub-contracting performance of those obligations to any person and shall be liable for any culpability on the part of the subcontractor.

21.3 Each right or remedy of Prinovis under the Contract is without prejudice to any other right or remedy of Prinovis whether under the Contract or not.

21.4 Except as expressly provided in these Conditions, the rights and remedies contained in these Conditions are cumulative and shall be in addition to every other right or remedy provided by law or otherwise.

21.5 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

21.6 Failure or delay by Prinovis in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

21.7 Any waiver by Prinovis of any breach of, or any default under, any provision of the Contract by the Supplier shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

21.8 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

21.9 The formation, existence, construction,

performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

21.10 The Supplier must make Prinovis aware of any relationships or vested interests that Prinovis employees may have in the Supplier and of which the Supplier is or becomes aware.

22 COMPLIANCE AND ANTI BRIBERY

22.1 Prinovis, as part of the Bertelsmann group, attaches particular importance to the compliance of its Supplier with legal requirements. Prinovis therefore expects and commits all its Suppliers to comply with the Bertelsmann Supplier Code of Conduct which is available under www.prinovis.co.uk/information/downloads/.

22.2 In addition thereto, the Supplier guarantees that it adheres to all applicable laws and regulations, in particular regarding environmental protection, human rights, occupational safety, health and the prohibition of child labour. Prinovis reserves the right to check compliance at the production locations of the Supplier. Should the Supplier infringe on any of these provisions, Prinovis shall be entitled to terminate all Orders without notice. Any damage arising from the infringement of these regulations has to be compensated for by the Supplier.

22.3 The Supplier confirms that it will not and has not offered or given or agreed to give to any person employed by or connected with Prinovis any gift or any consideration of any kind.

22.4 The Supplier undertakes that:

- a) it will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Anti-Bribery Law");
- b) it will not engage in any act of bribery;
- c) it will procure that all Associated Persons who are performing services in connection with the Contract comply with this Clause 22;
- d) it will not enter into any agreements with Associated Persons as identified in the Bribery Act 2010 in connection with the Contract, unless such agreements contain undertakings on the same terms as contained in this clause; it has and will maintain in place Adequate Procedures designed to prevent any

Associated Person from undertaking any conduct that would give rise to an offence under Anti-Bribery Law;

- e) it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Contract;
- f) from time to time, at the reasonable request of Prinovis, the Supplier shall confirm in writing that it has complied with the undertakings under this Clause 22 and will provide any information reasonably requested by Prinovis in support of such compliance; and
- g) the Supplier shall notify Prinovis as soon as practicable of any breach of any of the undertakings contained within this Clause 22 of which it becomes aware.

22.5 Breach of any of the undertakings contained in this Clause 22 shall be deemed to be a material breach of the Contract.

22.6 The Supplier shall not offer, nor give, nor agree to give any person acting for or on behalf of Prinovis any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of the Contract or any other agreement with Prinovis or for showing or forbearing to show favour or disfavour to any person in relation to

the Contract.

22.7 The Supplier shall not enter into the Contract if in connection with it commission has been paid or agreed to be paid to any person acting for or on behalf of Prinovis by the Supplier or on the Supplier's behalf or to the Supplier's knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Prinovis.