

DOSCPSC03 – Purchasing Standard Conditions for the Purchase of Engineering Equipment and Plant including Installation

1. DEFINITIONS

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- 1.1 “Company” means DeepOcean Subsea Cables Limited;
- 1.2 “Contract” means the agreement between the Company and the Supplier comprising the Order, these conditions and any other documents specified therein;
- 1.3 “Equipment” means the equipment agreed in the Contract to be purchased by the Company from the Supplier (including any part of it) and installed by the Supplier;
- 1.4 “Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;
- 1.5 “Order” means the Company's purchase order to which these conditions are annexed;
- 1.6 “Site” means the place at which installation of the Equipment is to be effected;
- 1.7 “Supplier” means the person, firm or company who/which accepts the Order in accordance with **condition 3.3.**

2. APPLICATION OF TERMS

- 2.1 These conditions shall:
 - (a) apply to and be incorporated in the Contract;
 - (b) be in substitution for any oral or other arrangements made between the Company and the Supplier; and
 - (c) prevail over any inconsistent terms or conditions contained in or referred to in the Supplier's quotation, acceptance,

correspondence or elsewhere or implied by law, trade custom, practice or course of dealing.

- 2.2 No addition to, variation of, exclusion or attempted exclusion of the Order or these conditions or any of them shall be binding on the Company unless in writing and signed by a duly authorised representative of the Company.
- 2.3 Where the Order is for more than one item, it shall (following acceptance by the Supplier) be regarded as a single Contract for all Equipment supplied pursuant to that Order.

3. EFFECT OF PURCHASE ORDER

- 3.1 The Company shall only be bound by an order if it is issued by means of the Company's standard purchase order and signed by a duly authorised representative of the Company.
- 3.2 The Order constitutes an offer by the Company to purchase the Equipment subject to these conditions. Accordingly, any acceptance of the Order by the Supplier shall establish a contract for the sale and purchase of that Equipment on these conditions. Any counter-offer made by the Supplier to supply the Equipment on other conditions shall only be validly accepted if such acceptance is in writing and signed by a duly authorised representative of the Company.
- 3.3 The execution and return by the Supplier of the acknowledgement copy of the Company's purchase order or the delivery of the Equipment pursuant to the Order constitutes acceptance of the Order on these conditions by the Supplier.

4. SUPPLIER'S OBLIGATIONS

- 4.1 The Supplier shall supply and deliver the Equipment in accordance with the provisions of the Contract. Unless the Company and the Supplier agree otherwise in writing before or at the same time as the Order then the Company (itself or through a third party) will be responsible for installing the Equipment.

5. SUPPLIER'S WARRANTY

- 5.1 the Supplier warrants to the Company that:
 - (a) the Equipment will conform in all respects with the quality, description and other particulars of the Equipment stated in the Order;
 - (b) the Equipment will conform to all drawings, descriptions and specifications provided to the Company by the Supplier;
 - (c) the Equipment will conform with all standards referred to on any part of the

Equipment and in any product documentation in, with or in relation to which the Equipment is supplied;

- (d) the Equipment will be of satisfactory quality and fit for any intended uses expressly or impliedly made known to the Supplier, and will be free from all defects in materials, workmanship and installation for a period of 12 months from the date of delivery;
- (e) the Equipment will comply with all performance and other specifications stated in the Order, and all applicable legislation for the time being in force;
- (f) the installation of the Equipment will be carried out in accordance with the Order and with reasonable skill and care;
- (g) the Supplier has understood the nature and extent of the installation works and has satisfied itself of all conditions of the Site and all circumstances affecting the installation;
- (h) the Supplier will comply with all rules, safety regulations and any enactment or similar instrument of any local authority which affect the installation of the Equipment;
- (i) the Supplier will have a competent supervisor on the Site;
- (j) the Supplier will allow the Company, at any time within 12 months from the date of delivery of the Equipment, to enter with the Supplier into a maintenance agreement for the Equipment in all respects on the Supplier's standard conditions; and
- (k) the Supplier will provide high quality user manuals and training and other documentation for the Equipment.

5.2 The Company's rights under the Contract are in addition to the statutory terms implied in favour of the Company by the Sale of Goods Act 1979 and any other statute.

5.3 The provisions in this condition 5 shall survive any delivery, inspection, acceptance, payment or performance pursuant to the Contract and shall extend to any replacement, repaired, substitute or remedial equipment provided by the Supplier.

6. SPECIFICATIONS

6.1 Any specification produced or supplied by the Company to the Supplier or specifically produced by

the Supplier for the Company in connection with the Contract, together with the copyright, design rights and any intellectual property rights (whether registered or unregistered) shall be the exclusive property of the Company.

6.2 Equipment made to the Company's specification shall not be manufactured for or supplied to any other party.

7. QUANTITIES

Unless the Company has agreed otherwise in writing, the Supplier shall deliver the exact specified quantities of items comprised in the Equipment in accordance with the Order.

8. INSPECTION AND TESTING OF EQUIPMENT

8.1 The Supplier shall:

- (a) carefully test and inspect the Equipment at all times during manufacture and before delivery to ensure that it complies with the requirements of the Order; and
- (b) if so requested by the Company, give the Company reasonable advance notice of such tests (which the Company shall be entitled to attend).

8.2 The Company reserves the right to call for certificates or test certificates for the Equipment at any stage of manufacture or assembly which shall be provided at no extra cost to the Company. Such certificates shall clearly state the Company's order numbers and any item or equipment numbers. If, as a result of any inspection or test, the Company finds that the Equipment or any items comprised within it do not comply with the Order or any specification supplied by the Company, or are unlikely to so comply on completion of manufacture, processing or performance, the Company may inform the Supplier, and the Supplier shall immediately take such steps as are necessary to ensure compliance. In addition, the Company shall have the right to require and witness further testing and inspection. Any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.

9. CHANGES

9.1 The Company may in its reasonable discretion from time to time change any details specified in the Order by written instructions. If any such change affects the time of performance or delivery or the costs involved, the Company shall make an equitable adjustment to the time of delivery and/or the price.

10. DELIVERY, INSTALLATION AND ACCEPTANCE OF EQUIPMENT

10.1 The Supplier shall deliver and install the Equipment on the date specified in the Order or, if no such date is specified, within 28 days of the date of the Order. The Equipment shall be delivered to the address specified by the Company in the Order. Time is of the essence as to the delivery and installation of the Equipment under the Contract. If any delivery and/or installation dates specified in the Order cannot be met, the Company may, without prejudice to any other rights which it may have:

- (a) cancel the Contract in whole or in part without liability to the Supplier;
- (b) refuse to accept any subsequent delivery of items comprised in the Equipment which the Supplier attempts to make;
- (c) purchase substitute items elsewhere; and
- (d) hold the Supplier accountable for any loss and additional costs incurred.

10.2 The Equipment shall be properly packed and secured in such manner as to enable it to reach its destination in good condition. No charge shall be made for packing, crating or containers unless specified in the Order, and the Company shall not be responsible for returning any such materials.

10.3 The Equipment shall be delivered by the Supplier carriage free to the place of delivery specified in the Order. The Equipment shall be received at the place of delivery, subject to the Company's inspection and approval. Any Equipment which the Company rejects as not conforming with the Order shall be returned at the Supplier's risk and expense.

10.4 The Supplier shall ensure that each delivery is accompanied by a delivery note which shows the purchase order number, date of purchase order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.

10.5 Unless otherwise stipulated by the Company in the Contract, deliveries shall only be accepted by the Company in normal business hours.

10.6 Unless the Company and the Supplier have, before or at the same time as the Order, agreed in writing (signed on behalf of the Company) additional conditions applying to the preparation of or environmental requirements at the site at which the Equipment is to be installed, the Supplier acknowledges and agrees that the Equipment is suitable to be installed and used at the premises at

which the Company intends to use it and that there are no additional conditions concerning site preparation or environmental requirements.

10.7 In relation to installation and acceptance tests:

- (a) the Supplier shall subject the Equipment to its standard installation and acceptance tests without further charge to the Company;
- (b) if the Equipment passes those tests, the Supplier will issue an acceptance certificate to that effect to the Company, but receipt by the Company of such an acceptance certificate will not constitute legal acceptance by the Company;
- (c) if the Equipment does not (on any attempt) pass those tests, the Supplier will (without affecting the Company's other rights and remedies) promptly and at its expense carry out all necessary remedial work and re-submit the Equipment to the tests as set out in **condition 10.7 (a)** and **condition 10.7 (b)**;
- (d) If all the tests have not been successfully completed within seven (7) days after delivery, the Company shall have the same rights as it would have had if the Supplier had not performed its obligations under **condition 10.1**;

10.8 Notwithstanding **condition 10.7**, the Company shall not be deemed to have accepted the Equipment until it has had fourteen (14) days to inspect it after delivery. The Company may also reject the Equipment as though it had not been accepted for three (3) months after any latent defect in the Equipment has become apparent.

10.9 The Supplier shall provide to the Company on delivery information relating to components, parts or raw materials used in manufacturing the Equipment and all information which the Company may require to ensure that the Equipment complies with, and that the Company fulfils its obligations under, all applicable legislation and industry codes of practice.

10.10 The Company reserves the right to amend any delivery instructions.

10.11 Where the delivery destination of Equipment crosses national boundaries any trade terms stated in the Contract shall be interpreted in accordance with the current edition of INCOTERMS which shall be deemed to form part of the Contract.

11. RISK AND PROPERTY

- 11.1 The Equipment shall be at the risk of the Supplier until delivery to the Company at the place of delivery specified in the Order in accordance with **condition 10.3**. The Supplier shall off-load the Equipment at its own risk as directed by the Company.
- 11.2 Ownership of the Equipment shall pass to the Company on completion of delivery (including off-loading) in accordance with the Order, except that if the Equipment is paid for before delivery ownership shall pass to the Company once payment has been made. The passing of ownership in the Equipment is without prejudice to any right of rejection to which the Company may be entitled under the Contract or otherwise.
- 11.3 Where the Company pays part of the agreed price before taking delivery of the Equipment or any part thereof then such payments shall be regarded as part payments and not deposits of the said agreed price, and the property in any materials procured for or manufactured by the Supplier for the purpose of the Contract, or otherwise appropriated to the Contract, shall pass to the Company from the date of such payments up to the total value thereof. The Equipment shall remain at the risk of the Supplier until delivery to the Company is complete when ownership of the Equipment shall pass to the Company.

12. PRICES

All prices shall be as stated in the Order, except that if the Supplier quotes or offers to a third party lower prices or better terms for equipment of similar quality, quantity or description to the Equipment (or the items comprised in it), the Company shall be entitled to purchase the Equipment (or the relevant items comprised in it) on the same terms and shall be entitled to a refund of the amount of the difference in respect of all such Equipment supplied after whichever is the earlier of the first quotation or the first supply at the lower price. All prices are fixed and inclusive of delivery, installation, packaging, packing, shipping, carriage, insurance and other charges and dues, and are not subject to adjustment save as specifically provided in these conditions or the Order.

13. PAYMENT

- 13.1 The Supplier may only invoice the Company on or after delivery and installation of the Equipment. The Supplier's invoice shall quote the Company's purchase order number and shall be submitted with supporting documentation. Unless otherwise stated in the Order, payment of invoices shall be effected by

the end of the second month following the month in which a proper invoice is received by the Company.

- 13.2 In the event that all or any part of an invoice is reasonably disputed, the Company shall be entitled to withhold the amount which is disputed pending resolution of such dispute. The Company shall be obliged within 20 days of receipt of the Supplier's invoice to notify the Supplier of the Company's reasons for disputing the invoice or any part thereof. The parties shall in good faith promptly exercise all due diligence in order to resolve said dispute. The Company shall make payment of all items of the invoice other than disputed items.
- 13.3 Without prejudice to any other right or remedy, the Company reserves the right to set off any amount at any time owing to it by the Supplier against any amount payable by it to the Supplier under the Contract.

14. INDEMNITY

- 14.1 Except to the extent that the Supplier's liability is limited by **condition 14.2** the Supplier shall indemnify and hold the Company harmless in full from and against all claims, liabilities, losses, damages, injury, costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, the Company as a result or in connection with:
- (a) breach of any warranty relating to the Equipment;
 - (b) breach of any warranty relating to the installation of the Equipment;
 - (c) any default or breach of the Contract;
 - (d) defective workmanship, quality or materials;
 - (e) any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use, manufacture or supply of the Equipment except to the extent that the claim arises from compliance with the Company's specification;
 - (f) any claim made against the Company in respect of any liability, loss, damage, injury, cost or expense sustained by the Company's employees or agents or by any Company or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Equipment or from the installation of the Equipment as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the Contract by the Supplier or its employees, agents or sub-contractors;

- (g) any claim made against the Company in respect of any breach or alleged breach by the Company of any statutory provision, regulation or other rule of law arising from the Supplier's acts or omissions or those of the Supplier's employees, agents or subcontractors.

14.2 The Supplier shall not be liable for the Company's loss of profit or production resulting from any breach of the Contract by the Supplier.

14.3 The Supplier shall take out and maintain all insurances sufficient to cover its liabilities and obligations under the Contract and which are required by applicable laws.

15. CONFIDENTIALITY AND THE COMPANY'S PROPERTY

15.1 The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by the Company or its agents, and any other confidential information concerning the Company's business which the Supplier may obtain. The Supplier shall restrict disclosure of such confidential material to such of its employees as need to know the same for the purpose of discharging the Supplier's obligations to the Company.

15.2 All materials, equipment, tools, copyright, rights in designs and any other Intellectual Property Rights in all drawings, specifications and data supplied by the Company to the Supplier shall at all times be and remain the exclusive property of the Company. The Supplier shall return all copies of any such material to the Company immediately on the Company's first written request.

15.3 This **condition 15** shall survive the termination of the Contract, however arising.

16. TERMINATION

16.1 The Company may cancel the Contract (for all or part only of the Equipment) by giving written notice to the Supplier at any time before delivery without incurring any liability to the Supplier other than to pay for any part of the Equipment already delivered at the time of such notice.

16.2 Without prejudice to any other rights or remedies to which the Company may be entitled, the Company may terminate the Contract without liability to the Supplier if:

- (a) the Supplier is in material breach of any of its obligations and that breach cannot be remedied;
- (b) the Supplier is in material breach of any of its obligations and that breach can be remedied but the Supplier fails to do so

within 14 days starting on the day after receipt of notice from the Company;

(c) the ability of the Company to accept delivery of the Equipment is delayed, hindered or prevented by circumstances beyond its reasonable control; or

(d) an order is made or a resolution is passed for the winding up of the Supplier, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the Supplier; or

(e) an order is made for the appointment of an administrator to manage the affairs, business and property of the Supplier, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Supplier, or notice of intention to appoint an administrator is given by the Supplier or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

(f) a receiver is appointed of any of the Supplier's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Supplier, or if any other person takes possession of or sells the Supplier's assets; or

(g) the Supplier makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or

(h) the Supplier ceases, or threatens to cease, to trade; or

(i) there is a change of control of the Supplier; or

(j) the Supplier takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

16.3 Termination of the Contract, however arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly or implicitly stated to survive termination.

17. REMEDIES

If any Equipment is not supplied in accordance with, or the Supplier fails to comply with, any terms of the Contract, or if the installation of the Equipment is not carried out in accordance with the terms of the Contract, the Company may (without prejudice to any other right or remedy) exercise any one or more of the following rights or remedies, whether or not any

part of the Equipment has been accepted by the Company:

- (a) rescind the Contract; or
- (b) reject the Equipment (in whole or in part) and return it to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Equipment so returned shall be paid immediately by the Supplier; or
- (c) require the Supplier, at the Supplier's expense, either (at the Company's option) to remedy any defect in the Equipment and carry out such other work as is necessary to ensure that the Equipment is in all respects in accordance with the Order or to supply replacement equipment, provided that if the Supplier refuses to remedy the defect in the Equipment or to supply replacement equipment within 15 days of receiving such a request, the Company may purchase replacement equipment from another source and the Supplier shall reimburse the Company for all costs and expenses reasonably incurred in doing so; or
- (d) require the Supplier, at the Supplier's expense, to remedy any defect in the installation of the Equipment provided that if the Supplier refuses to remedy the defect in the installation of the Equipment within 15 days of receiving such a request, the Company may procure services to remedy such defect from another source and the Supplier shall reimburse the Company for all costs and expenses reasonably incurred in doing so;
- (e) refuse to accept any further deliveries of the Equipment, without liability to the Supplier; and
- (f) in any case, to claim such damages as it may have sustained in connection with the Supplier's breach of the Contract not otherwise covered by this condition.

18. SITE REGULATIONS AND SAFETY

- 18.1 The Company shall have the right to require the removal of any person brought to the Site by the Supplier who:
- (a) has failed to comply with any rules or regulations affecting the Site; or
 - (b) has in the opinion of the Company committed an act of misconduct or been negligent or incompetent; or
 - (c) acts in a way that is prejudicial to health and/or safety
- and any such person shall not be allowed to return without the permission of the Company.
- 18.2 The Supplier shall be responsible for the suitability and safety of any plant or temporary works used. No plant or temporary works shall be used which may be unsuitable, unsafe or liable to cause damage or injury.

18.3 The Supplier shall not permit any person to visit the Site whose presence is not necessary for the installation of the Equipment without the consent of the Company.

19. INSURANCE

19.1 The Supplier's insurances

The Supplier shall have in force and shall require any subcontractor to have in force the following insurances which shall extend to indemnify the Company against any claim for which the Supplier or subcontractor may be liable under the Contract:

- (a) Employer's Liability Insurance; and
- (b) Public Liability (Third Party) Insurance of not less than £5 million for any one accident or event; and
- (c) Insurance of the installation works and any constructional plant and any other property of the Supplier or subcontractor.

19.2 Evidence and Terms of Insurance

Upon request the Supplier shall provide satisfactory evidence to the Company that the insurances required under the Contract have been effected.

20. HEALTH AND SAFETY

The installation work shall be undertaken in accordance with the latest version of the Company's standard Health, Safety and Environmental policies and procedures.

21. FORCE MAJEURE

The Company may defer the date of delivery or payment, or cancel the Contract or reduce the amount of Equipment ordered, if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service 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 sub-contractors.

22. WAIVER

22.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

22.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

23. ASSIGNMENT

23.1 The Supplier shall not, without the prior written consent of the Company, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

23.2 The Company may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

24. ENTIRE AGREEMENT

24.1 The Contract shall constitute the entire agreement between the parties in relation to the subject matter of the agreement and supersedes any previous agreements, representations and commitments, whether oral or in writing, between the parties concerning such subject matter.

25. THIRD PARTY RIGHTS

The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

26. NOTICES

Any notice required to be given under the Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the Contract (or such other address as may have been notified by that party for such purposes), or sent by fax to the other party's fax number as set out in the Contract. A notice delivered by hand shall be deemed to have been received when delivered (or, if delivery is not in business hours, at 9.00 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

27. GOVERNING LAW AND JURISDICTION

27.1 The Contract and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England.

The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract.

28. COMPLIANCE**28.1 Anti-Bribery**

28.1.1 The Supplier shall:

- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010;
- (b) not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) have and shall maintain in place throughout the term of this Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the relevant requirements, and will enforce them where appropriate; and
- (d) promptly report to Company any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the services.

28.1.2 The Supplier shall ensure that any person associated with the Supplier who is performing services under or in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier, the relevant terms in condition 28.1.1. The Supplier shall be responsible for the observance and performance by such persons of the relevant terms, and shall be directly liable to Company for any breach by such persons of any of the relevant terms. Any such breach shall be a material breach, and in the case of a breach of conditions 28.1.1(a) or 28.1.1(b) shall be a material breach that is incapable of remedy.

28.1.3 For the purpose of this condition 28.1, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with the Bribery Act 2010 (and any guidance issued under that Act). For the purposes of this condition 28.1, a person associated with the Supplier includes any member of the Supplier group.

28.2 Modern Slavery

28.2.1 The Supplier undertakes, warrants and represents that:

- (a) neither it nor any of its officers, employees, agents or subcontractors:

- (i) has committed an offence under the Modern Slavery Act 2015 (an "MSA Offence"); or

- (ii) has been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- (iii) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- (b) it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; and
- (c) it shall notify Company immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Supplier's obligations under condition 28.3. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.

28.2.2 The Supplier shall take all reasonable steps necessary to ensure:

- (a) its supply chain complies with the Modern Slavery Act 2015 and the modern slavery policy; and
- (b) it has the right to audit the supply chain to ensure such compliance.

28.2.3 The Supplier shall prepare and deliver to Company no later than 28 February each year, an annual statement setting out the steps it has taken to ensure slavery and human trafficking is not taking place in any part of its business or in any of its supply chains.

28.3 Data Protection

28.3.1 Each party shall comply with Data Protection Law as may be applicable from time to time to the shared personal data and the provisions of this condition 28.3 shall not relieve the Supplier of its own responsibilities under Data Protection Law.

28.3.2 Company shall provide the shared personal data to the Supplier. The Supplier shall process shared personal data only for the agreed purpose. The Supplier shall not process shared personal data in a way that is incompatible with the agreed purpose.

28.3.3 Each party agrees that it shall:

- (a) assess the level of security appropriate to the processing in the context of its obligations under Data Protection Law; and
- (b) implement all such appropriate technical and organisational measures to protect against unauthorised or unlawful processing and against accidental loss, destruction or damage to shared personal data.

28.3.4 The Supplier shall indemnify Company in full for any and all costs, losses, damages, expenses and liabilities suffered by Company as a result of the Supplier's failure to comply with the terms of this condition 28.3 and/or any Data Protection Law.

28.4 Material Breach

Any breach of conditions 28.1, 28.2, or 28.3 by the Supplier shall be deemed a material breach of the Contract that is not capable of remedy and shall entitle Company to terminate the Contract with immediate effect