

SAS ROPE & RAIL LIMITED TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

1.1 In these Conditions the following words and expressions shall have the following meanings:

“**Affiliate**” means any subsidiary, company, person or organisation that, directly or indirectly, controls or is controlled by, or is under common control with, any Party at any time;

“**Anti-Bribery Legislation**” means all laws and regulations relating to the prevention of bribery, corruption or fraudulent acts, including the United Nations Convention on Anti-Corruption (as ratified in 2006), the UK Bribery Act 2010, and all other applicable laws and regulations;

“**Business Day**” means any day (other than a Saturday or Sunday) on which clearing banks are open for normal banking business in London, United Kingdom;

“**Buyer**” means SAS Rope & Rail Ltd (registered no. 05312825) whose registered address is at 2271m Dunbeath Road, Elgin Industrial Estate, Swindon, England, SN2 8EA;

“**Buyer IPRs**” means all Intellectual Property Rights of which the Buyer is the owner or licensee and which are disclosed, licensed or provided to the Seller pursuant to the Contract;

“**Client**” means the individual, company, partnership, or other legal entity who has engaged the Buyer to provide goods, services, or other deliverables as specified therein;

“**Conditions**” means these terms and conditions of purchase for Goods and/or Services incorporating any Special Terms (as applicable);

“**Contract**” means a legally binding contract between the Seller and the Buyer for the sale and purchase of Goods and/or Services ordered under a Purchase Order and accepted by the Seller in accordance with these Conditions;

“**Delivery Address**” means the delivery address set out in the Purchase Order or such other address agreed in writing between the Parties;

“**Delivery Date**” means the delivery date as set out in the Purchase Order or as otherwise agreed between the Parties;

“**Document**” includes any document in writing, any drawing, map, plan, diagram, picture or other image, tape disk or other device or record embodying information in any form;

“**Force Majeure Event**” means any event affecting the performance of any provision of the Contract arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of a Party including fire, explosion, earthquake, subsidence, structural damage, or other natural physical disaster, war, riot, crowd disorder, strike, labour dispute (other than strikes or labour disputes of the party claiming relief from its obligations), terrorist action and civil commotion;

“**Goods**” means the goods and/or the material to be delivered by the Seller as either set out in the Purchase

Order or as specified in a Schedule to these Conditions and includes, any Service Deliverables;

“**Improvement**” means any improvement, development, enhancement, modification or derivative of any of the Goods, or the design or manufacturing process of any of them, which would make the Goods cheaper, more effective, more useful or more valuable, or would in any other way render the Goods more commercially competitive;

“**Input Materials**” means all Documents, information and materials provided by the Buyer relating to the Goods and/or the Services including computer programs, data, reports and specifications and any input materials specified in a Schedule to these Conditions;

“**Intellectual Property Rights**” means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or 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, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for any renewals or extensions of such rights and all similar or equivalent rights or forms of protection in any part of the world;

“**Modern Slavery Laws**” means the Modern Slavery Act 2015 and all other applicable UK legislation, statutory instruments and regulations relating to anti-slavery or human trafficking;

“**Party**” and “**Parties**” means the Seller or the Buyer or both the Seller and the Buyer (as is applicable);

“**Price**” means the price of the Goods and/or Services as set out in the Purchase Order or as specified in a Schedule to these Conditions;

“**Purchase Order**” means the Buyer’s purchase order (in whatever form);

“**Seller**” means the seller of the Goods and/or supplier of Services;

“**Services**” means the services to be performed by the Seller as either set out in the Purchase Order or as specified in a Schedule to these Conditions;

“**Service Deliverables**” means all Documents and Goods delivered by the Seller or its agents, subcontractors or employees in relation to the Services in any form, including any service deliverables specified in a Schedule to these Conditions;

“**Special Terms**” means the additional terms and conditions incorporated into the Contract, as set out in the Appendix;

“**Specification**” means the specification of the Goods and/or Services as set out in the Purchase Order or as specified in a Schedule to these Conditions;

1.2 Any reference in these Conditions to:

- (a) a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time;

- (b) a Clause or Schedule is to a clause in these Conditions or a schedule to these Conditions; and
 - (c) a person includes an individual, a firm, a corporation, an unincorporated association, a government, a state, an agency of government or state, and an association, partnership and joint venture (whether or not having a separate legal personality).
- 1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 1.4 Where the context dictates, the singular shall include the plural and vice versa and any gender includes the other gender.
- 1.5 The words “**include**”, “**includes**” and “**including**” shall be construed as if they were followed by the words “without limitation”.
- 1.6 In the event of any inconsistency or conflict between the terms of these Conditions, the Purchase Order and the Schedules the following order of precedence shall apply:
- (a) the Purchase Order;
 - (b) any Special Terms;
 - (c) the Schedules;
 - (d) these Conditions.
- 2. BASIS OF PURCHASE**
- 2.1 Each Purchase Order constitutes a separate offer by the Buyer to purchase the Goods and/or Services subject to these Conditions and the Contract.
- 2.2 Provided the Buyer has not previously withdrawn the Purchase Order (which it may do at any time prior to acceptance, by written or oral notice to the Seller), the Purchase Order shall be deemed to be accepted on the occurrence of the earlier of:
- (a) the issue by the Seller of an acknowledgement of the Purchase Order;
 - (b) the Seller signing a Purchase Order;
 - (c) notification by the Seller that the Goods are ready for delivery and/or Services are ready to be performed; or
 - (d) delivery of the Goods (or any part of the Goods) and/or performance of the Services (or any part of the Services),
- and such occurrence shall create a Contract.
- 2.3 These Conditions shall apply to the Contract to the exclusion of all other terms and conditions including, any under which a quotation or invoice for the Goods and/or Services has been given to the Buyer or subject to which a Purchase Order has been accepted or purported to be accepted by the Seller.
- 2.4 The Purchase Order will automatically lapse unless unconditionally accepted by the Seller in writing within 30 days of its date. Should the Seller purport to accept the Buyer’s Purchase Order after 30 days of its date, the Seller shall be deemed to be offering to sell the Goods and/or Services on the terms of these Conditions and any acceptance by the Buyer of the Seller’s offer shall be subject to these Conditions.
- 2.5 Subject to clause 2.7, no variation to the Purchase Order or these Conditions shall be binding unless agreed in writing between the Parties.
- 2.6 Any Purchase Order which has been accepted by the Seller pursuant to clause 2.2 may only be cancelled, postponed or varied by the Seller with the prior written consent of the Buyer.
- 2.7 The Buyer may at any time prior to delivery of all or part of the Goods and/or performance of all or part of the Services cancel or amend a Purchase Order by written notice to the Seller. If any change made by Buyer affects the delivery schedule or the purchase price, the Seller shall notify the Buyer in writing within three Business Days of the Seller’s receipt of the respective change, absent which the Seller’s rights to adjustments to the delivery schedule and the purchase price shall be deemed to have been waived by the Seller. If the Buyer cancels or amends a Purchase Order its total liability to the Seller shall be limited to payment to the Seller of all costs reasonably incurred by the Seller in fulfilling the Purchase Order up until the date of receipt of the written notice of cancellation or amendment, provided that such total liability shall not exceed an amount equal to the value of the relevant Purchase Order. The Seller shall within five days of the date of the written notice of cancellation or amendment provide to the Buyer written evidence of costs incurred or likely to be incurred as a result of that cancellation or amendment. If the Seller fails to provide such evidence within the stated period, the Buyer shall be under no obligation to pay any such costs.
- 3. SPECIFICATIONS, QUALITY, WARRANTIES AND REPRESENTATIONS**
- 3.1 The Seller shall at all times provide the Goods and/or Services in accordance with, and shall comply with, the terms of the Purchase Order and these Conditions.
- 3.2 The Buyer is relying on the skill and judgment of the Seller in relation to the Goods and/or Services and without limit to any other terms set out in these Conditions, including to any terms implied by statute in favour of a buyer, the Seller represents, warrants and undertakes to the Buyer that:
- (a) in the case of Goods, those Goods shall:
 - (i) comply with the Specification;
 - (ii) be new, unless expressly agreed in writing by the Buyer, and shall be of the best quality and fit for the purpose expressly or impliedly made known to the Seller;
 - (iii) be free from defects in design, materials and workmanship and shall conform and comply in every way with the Purchase Order, and any specifications, samples and any other descriptions or instructions issued by the Buyer (including the Specification);
 - (iv) be made from high quality materials and by properly qualified skilled and experienced persons;

- (v) be designed and manufactured so as to be safe and without risk to health or property when properly used;
 - (vi) include all necessary information about the use of the Goods and all instructions and warnings relating to the Goods as may be necessary for the safe use of the Goods and for the Buyer to comply with its obligations under all applicable health and safety legislation and regulations;
 - (vii) be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the transport carrier, and also be properly loaded, secured, stowed and carried so as to reach their destination in a safe, uncontaminated and undamaged condition;
 - (viii) be transferred to the Buyer with full title guarantee, free of all charges, licences, liens, mortgages and encumbrances;
 - (b) in respect of Goods and/or Services, the Seller shall:
 - (i) comply with all relevant laws, regulations, orders, rules and codes of practice from time to time in force and obtain and maintain all necessary licences, authorisations and consents required to provide the Goods and/or Services;
 - (ii) ensure that those Goods and/or Services are fit for the purpose expressly or impliedly made known to the Seller;
 - (iii) not infringe any Intellectual Property Rights of any third party.
- 3.3 The Seller also represents, warrants and undertakes that:
- (a) it has all the necessary competence to supply the Goods and/or Services in accordance with the Purchase Order and these Conditions;
 - (b) it is fully aware of the intended use of the Goods and/or Services by the Buyer;
 - (c) it shall comply with all applicable regulations and other legal requirements concerning the manufacture, packaging and delivery of the Goods, the performance of the Services and the creation of any Service Deliverables;
 - (d) where relevant, its obligations and/or the Services are performed by appropriately experienced, qualified, competent, trained and efficient personnel;
 - (e) it shall obtain and maintain all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to discharge its obligations and/or perform the Services; and
 - (f) the Services shall be performed with reasonable care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services; and
- (g) the Goods and/or Services are fit for the purpose expressly or impliedly made known to the Seller.
- 3.4 Without limit to any other express or implied right or remedy which the Buyer may have, if any of the Goods and/or Services are not supplied strictly in accordance with the Contract (including the Specification), the Buyer shall be entitled to avail itself of any one or more of the following remedies:
- (a) to cancel the Contract (in whole or in part) without liability to the Seller;
 - (b) to reject the Goods and/or Services (in whole or in part) and return the Goods to the Seller at the risk and cost of the Seller on the basis that if the Price has already been paid by the Buyer, a full refund of the Price of any Goods and/or Services so rejected shall be refunded immediately by the Seller;
 - (c) to refuse to accept any further deliveries of the Goods and/or performance of the Services without liability to the Seller;
 - (d) to require the Seller to carry out at the Seller's expense any work necessary to make the Goods and/or Services comply with the Contract;
 - (e) to carry out itself or through others at the Seller's expense any work necessary to make the Goods and/or Services comply with the Contract; and/or
 - (f) to require the Seller to supply replacement Goods or re-perform the Services without delay in accordance with the Contract.
- 3.5 The Seller undertakes to pass through to the Buyer and/or any of its customers or end users (at no additional cost) any warranty (or the benefit of any such warranty) given by any of its third party manufacturers, suppliers or contractors in connection with the Goods and/or Services.
- 4. DELIVERY OF GOODS AND PERFORMANCE OF SERVICES**
- 4.1 The Seller shall deliver the Goods to the Buyer and/or perform the Services in accordance with the Delivery Date and if no date is agreed, delivery of the Goods and/or performance of the Services will take place within a reasonable time after the date of the Purchase Order, unless otherwise agreed in writing between the Seller and the Buyer.
- 4.2 Delivery of Goods shall be deemed to be made on the earliest occurrence of:
- (a) delivery of the Goods by the Seller or by a third party carrier engaged by the Seller to the Buyer at the Delivery Address; or
 - (b) collection of the Goods by the Buyer or a third party carrier engaged by the Buyer from the Seller.
- 4.3 The Seller shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and/or receive the Services.

4.4 Goods supplied by the Seller shall be suitably packed and protected against deterioration and any damage during transportation to and storage at point of storage or delivery provided in the Purchase Order.

4.5 Time for delivery of the Goods and/or Services is of the essence.

5. PRICES AND PAYMENT

5.1 The Price is:

- (a) exclusive of all applicable value added tax (which shall be payable by the Buyer subject to receipt of a valid VAT invoice); and
- (b) inclusive of all charges for shipping, carriage, insurance and delivery of the Goods and/or Services and any duties or levies other than value added tax,

unless otherwise agreed in writing between the Parties.

5.2 Unless otherwise agreed in writing between the Parties, the Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods and/or completion of the Services but not before delivery of the Goods and/or completion of the Services. Each invoice must quote the number of the Purchase Order and any applicable value added tax.

5.3 Unless otherwise agreed in writing between the Parties and to the extent that is permitted by applicable law, the Buyer shall pay the Price in the relevant currency within 60 days from end of the month of invoice or, if later, after acceptance of the Goods by the Buyer (the “**Due Date**”).

5.4 If any sum payable under a Contract is not paid within 90 days of the Due Date, the Seller reserves the right to charge interest from the date due for payment to the actual date of payment at the rate of two per cent (2%) above the Bank of England’s base rate from time to time.

5.5 The Buyer shall be entitled to offset against its claims and/or withhold payment if the Goods and/or Services do not comply with the Specification or otherwise fail to conform with the Contract.

5.6 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in currency exchange rates or otherwise) without the prior written consent of the Buyer.

5.7 The Buyer may retain and set off any amount owed to it by the Seller against any amount due to the Seller under any agreement. The Buyer may set-off such amounts by deducting them from any sums that are due or payable to the Seller.

5.8 The Seller may not set-off any amounts owed to it by the Buyer against any sums it owes to the Buyer.

5.9 The Seller shall have no right to raise an invoice in respect of the Price when 90 days or more has elapsed since the date on which the Price should have been invoiced.

5.10 Notwithstanding any other provision of this agreement, the Buyer shall not be liable to the Seller for any outstanding payment obligations or liabilities if the Client becomes insolvent. For the purposes of this clause, “insolvent” shall be defined as set out in section 113 of the Housing Grants, Construction and

Regeneration Act 1996. The Buyer's obligations to make payment to the Seller shall cease immediately upon the occurrence of such insolvency event, and no further claims for payment or damages shall be enforceable by the Seller in respect of unpaid amounts.

6. RISK AND PROPERTY

6.1 Until delivery of the Goods to the Buyer in accordance with clause 4.2, the Goods shall be at the risk of the Seller.

6.2 Title in the Goods shall pass to the Buyer upon delivery in accordance with clause 4.2, unless total or partial payment for the Goods is made prior to delivery, in which case, title shall pass to the Buyer once such payment has been made. In the event that total or partial payment is made prior to delivery of the Goods, the Seller must appropriate the Goods to the Contract immediately upon receipt of such payment.

7. TERMINATION

7.1 Either Party shall be entitled to terminate the Contract immediately upon the occurrence of any of the following:

- (a) the other Party being in material breach of any term of these Conditions or the Contract and such breach is not being capable of remedy;
- (b) the other Party being in material breach of any term of these Conditions or the Contract and failing to remedy such breach within 28 days of receipt of written notice specifying the breach and requiring it to be remedied;
- (c) the other Party (being an individual or firm) becomes bankrupt or goes into sequestration, or (being a partnership) is wound up by the court or becomes bankrupt or goes into partnership administration or sequestration, or (being a body corporate) is wound up by the court or is voluntarily wound up by reason of its inability to pay its debts or an administrator or receiver is appointed of any part or all of its income or assets and in any case if the other Party enters into any informal or voluntary arrangement (whether or not in accordance with the Insolvency Act 1986) with or for the benefit of the general body of creditors of the individual, the partnership or the body corporate, or the other Party ceases or threatens to cease, to carry on business; or
- (d) the other Party suffering the equivalent or any similar or analogous event in (c) (above) in any jurisdiction.

7.2 Without prejudice to any of its other rights or remedies, the Buyer may terminate a Purchase Order and/or the Contract immediately without any liability to the Seller:

- (a) if the Seller fails to deliver the Goods and/or complete performance of the Services on the Delivery Date and such failure is not remedied by delivery and/or performance (as appropriate) within 7 days of receipt of a written notice specifying the non-delivery and/or non-performance and requiring the Goods to be delivered and/or the Services to be performed; or

- (b) if the Goods and/or the Services do not comply with the Contract; or
 - (c) if the Seller fails to ensure compliance with clause 12 (Health and Safety).
- 7.3 The Buyer may terminate a Purchase Order and/or the Contract (in whole or in part) for convenience on giving the Seller not less than 14 days prior written notice.
- 8. CONFIDENTIALITY AND DATA PROTECTION**
- 8.1 Each Party hereby undertakes not at any time to divulge any of the terms of the Contract or use any information in relation to the other Party's business or any other information received from the other Party in relation to the Contract of a confidential or proprietary nature other than for the purposes expressly envisaged by these Conditions provided that the Buyer can divulge such information to any party to whom it assigns or transfers all or part of this Contract.
- 8.2 All Input Materials and all other materials, equipment and tools, drawings, specifications and data supplied by or on behalf of the Buyer to the Seller shall, at all times, be and remain the exclusive property of the Buyer, but shall be held by the Seller in safe custody at its own risk and maintained and kept in good condition by the Seller until returned to the Buyer. The Seller shall dispose of or use any Input Materials other than in accordance with the Buyer's written instructions and authorisation and shall be returned to the Buyer immediately upon termination of the Contract.
- 8.3 Any Service Deliverables are deemed to be part of the relevant Purchase Order. All such Service Deliverables shall, upon payment of the Price, become the sole property of the Buyer, be confidential information of Buyer and Buyer shall have exclusive, unrestricted future use rights therein.
- 8.4 The Parties shall meet the requirements of any applicable legislation in relation to the protection of information regarding identifiable individuals ("**Personal Data**"), including (i) the General Data Protection Regulation 2016/679 (as amended from time to time) ("**GDPR**"), or (ii) the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection Act 2018, the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 and other data protection or privacy legislation in force from time to time in the United Kingdom ("**UK GDPR**") (each as amended from time to time), as applicable ("**Data Protection Legislation**"). The Parties agree that Personal Data shall be considered as Confidential Information for the purpose of these Conditions.
- 8.5 The Parties acknowledge and agree that, with the exception of their respective general business contact information, there will be no processing of any other Personal Data. Each party consents to the processing of their general business contact information by the other party consistent with applicable Data Protection Legislation and their own internal policies governing the treatment of such information. Each Party undertakes to notify its personnel of the other Party's proposed use (if any) of their general business contact

information if such use is not readily apparent when such information is collected or provided.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Seller acknowledges that the Buyer IPRs are and remain the exclusive property of the Buyer or, where applicable, the third party licensor from whom the Buyer derives the right to use them.
- 9.2 The Buyer acknowledges that all Intellectual Property Rights used for the manufacture of the Goods that originate from the Seller shall remain the exclusive property of the Seller or, where applicable, the third party licensor from whom the Seller derives the right to use them.
- 9.3 The Buyer grants to the Seller a limited, non-exclusive, non-transferable, revocable, royalty-free licence to use the Buyer IPRs for the duration of the Contract solely for the purpose of performing its obligations under the Contract.
- 9.4 The Seller shall take all such steps as the Buyer may reasonably require to assist the Buyer in maintaining the validity and enforceability of the Buyer IPRs.
- 9.5 The Seller shall provide the Buyer with details of any Improvement which is made, developed or acquired by the Seller from time to time.
- 9.6 The Buyer may use any Improvement made, developed or acquired by the Seller for its own purposes and the Seller grants to the Buyer a non-exclusive, royalty-free, perpetual, worldwide, irrevocable licence to use such Improvements.

10. LIABILITY

- 10.1 Nothing in this Agreement shall limit or exclude the liability of either Party for death or personal injury caused by its negligence, any fraud or fraudulent misrepresentation, or any matter for which it would be unlawful for the Parties to exclude or limit liability.
- 10.2 Subject to clause 10.1, the maximum aggregate liability of the Buyer under and/or in connection with this Contract (whether in contract, tort (including negligence) or otherwise), in respect of all acts, omissions (including negligence), breach of statutory duty or otherwise, shall not in the aggregate exceed 100% of the Price paid pursuant to this Contract.
- 10.3 The Buyer shall not be liable for:
 - (a) loss of profits;
 - (b) loss of business;
 - (c) loss of business opportunity;
 - (d) loss of contracts;
 - (e) loss of goodwill;
 - (f) loss of revenue;
 - (g) loss of reputation
 (in each case, whether direct or indirect), or
 - (h) any indirect or consequential loss or damage whatsoever.

11. INDEMNITIES

- 11.1 Without limit to any of the Buyer's rights under any condition, warranty or other term expressed or implied in these Conditions or by statute or by common law, the Seller shall be liable to the Buyer for and shall

indemnify and keep the Buyer indemnified against any and all liabilities, claims, actions, demands, expenses, costs (including to legal costs and other professional costs), proceedings, losses (including to loss of profit) or damage:

- (a) arising out of or in connection with the manufacture of or any defect in the Goods or Services;
- (b) caused by any delays, defaults, non-deliveries (including but not limited to non-delivery of the quantity required) or non-performance (in whole or in part) arising other than as a result of negligence on the part of the Buyer; and
- (c) incurred by the Buyer in connection with any alleged or actual infringement of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the Goods and/or the Services.

12. HEALTH & SAFETY

12.1 The Seller undertakes to comply, and to ensure that its personnel and the personnel of its contractors comply, with:

- (a) all laws, rules and regulations with respect to health, safety and environment applicable to (i) the manufacture of the Goods, (ii) any substance or component used to manufacture the Goods, (iii) the delivery of the Goods, and (iv) the performance of Services under the Purchase Order; and
- (b) the Buyer's policies and procedures in place from time to time.

13. INSURANCE

13.1 During the term of the Contract, the Seller shall maintain in force, with a reputable insurance company, appropriate insurance, including professional indemnity insurance, product liability insurance and public liability insurance, to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

13.2 The Seller shall not do nor cause anything to be done to invalidate the insurance policies required by this clause.

14. ANTI-BRIBERY LEGISLATION

14.1 The Seller shall, and shall procure that its directors, officers, agents, subcontractors, Affiliates and employees shall, whether directly or indirectly in connection with these Conditions or this Contract:

- (a) not commit any act or omission which causes or could cause either of the Parties to breach, or commit an offence under, any Anti-Bribery Legislation; and
- (b) comply with all applicable Anti-Bribery Legislation.

14.2 The Seller shall promptly notify the Buyer of:

- (a) any claim, proceeding, formal notice or investigation with respect to Anti-Bribery Legislation, whether directly or indirectly in

connection with these Conditions or this Contract; and

- (b) any breach of this clause.

14.3 If the Seller breaches clause 14.1 or clause 14.2:

- (a) without affecting any other right or remedy available to it, the Buyer may at its sole discretion terminate the Contract with immediate effect by giving notice to the Seller; and
- (b) without limit to the Buyer's other rights and remedies, the Seller shall indemnify and keep the Buyer indemnified from and against all liabilities, direct, indirect and consequential losses, damages, claims, proceedings and legal costs, judgments and expenses which the Buyer incurs or suffers directly or indirectly in any way as a result of any breach by the Seller of any of its obligations under this clause 14 of this Contract, including the costs of purchasing the Goods from a person or entity other than the Seller.

15. MODERN SLAVERY

15.1 The Seller shall comply, and ensure that entities within its supply chains comply, with the Modern Slavery Laws.

15.2 The Seller shall promptly provide the Buyer with such information, and take such steps, as the Buyer may reasonably require to enable the Buyer to comply with the Modern Slavery Laws, as these relate to the terms of the Contract and the Goods and/or Services.

15.3 The Seller shall notify the Buyer as soon as it becomes aware of any breach of the Modern Slavery Laws by the Seller or any entity within its supply chains that has a connection with the Contract, the Goods and/or Services.

16. COSTS AND EXPENSES

Each Party shall be responsible for all the costs and expenses incurred by it in connection with and incidental to the preparation and completion of each Contract.

17. RELATIONSHIP OF PARTIES

Nothing in these Conditions or any document referred to in it or any arrangement contemplated by the Parties shall be construed as creating a partnership or joint venture between the Parties for any purpose and neither Party shall have the power or authority to bind the other Party or impose any obligations on it for the benefit of any third party.

18. AMENDMENTS AND VARIATIONS

Subject to clause 2.7, no variation or amendments to the Contract or these Conditions shall be binding unless agreed in writing and signed by an authorised representative of each Party.

19. WAIVERS

19.1 No delay in exercising or failure to exercise any of the rights of either Party arising from or in connection with the Contract or these Conditions shall operate as a waiver or release of that right. Any such waiver or

release must be specifically granted in writing signed by the Party granting it.

- 19.2 The rights and remedies of the Parties in connection with these Conditions are cumulative and, except as expressly stated in these Conditions, are not exclusive of any other rights or remedies provided by these Conditions, law, equity or otherwise. Except as expressly stated in these Conditions (or in law or in equity in the case of rights and remedies provided by law or equity) any right or remedy may be exercised wholly or partially from time to time.

20. ASSIGNMENT

- 20.1 The Buyer may at any time assign or transfer (in whole or in part) any of its rights under, or novate, the Contract or these Conditions. The Seller may not assign, novate, sub-contract, sub-license or otherwise dispose of any of its rights and/or obligations arising from the Contract or these Conditions without the prior written consent of the Buyer (such consent not to be unreasonably withheld or delayed).
- 20.2 If required to do so to give legal effect to any permitted assignment or novation pursuant to the provisions of clause 20.1, the Parties shall enter into a suitable agreement on terms approved by the Buyer, and shall use all reasonable endeavours to procure that the assignee or transferee enters into such agreement.

21. SEVERABILITY

If any term, clause, condition or part of the Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from the Contract and shall be ineffective without, as far as is possible, modifying any other provision or part of the Contract and this shall not affect any other provisions of the Contract which shall remain in full force and effect.

22. DISPUTE RESOLUTION

- 22.1 The Parties shall use their best efforts to negotiate and settle any dispute that may arise out of or relate to these Conditions or the Contract or any breach thereof. If any such dispute cannot be settled amicably through ordinary negotiation between appropriate representatives of the Parties, the dispute shall be dealt with using the escalation procedure set out in this clause 22.
- 22.2 Subject to clause 26.2, the dispute shall be referred by either Party to the executive management of each of the Parties and they or their nominees shall meet in order to try and resolve the dispute. If the dispute or difference is not resolved as a result of such meeting either Party may (at such meeting or within 14 days of its conclusion or after the expiry of 28 days following the date of referral to the executive management) commence proceedings in accordance with clause 26.

23. ENTIRE AGREEMENT

- 23.1 The Contract, including these Conditions and any document referred to in these Conditions including the Purchase Orders, represents the entire agreement between the Parties relating to the sale and purchase of the Goods and/or Services and supersedes all previous agreements, arrangements and understandings between

the Parties relating to the sale and purchase of the Goods and/or Services.

- 23.2 No terms and conditions contained in any “shrink-wrap,” “click-wrap” or “click-through” agreement, or similar electronic notification, shall be of force or effect, nor shall any terms and conditions contained on the Seller’s website, invoice, SOW or similar transactional document used by the Seller shall be deemed to amend or supplement the Contract. No contrary or additional pre-printed terms contained in any form quote, order, invoice, acknowledgment, or other correspondence by either Party will in any way modify or alter the terms of these Conditions unless made in a formal written amendment signed, electronically or manually, by each Party’s authorised representative with specific reference to the relevant Contract.
- 23.3 The Seller agrees that it will have no remedy in respect of any untrue representation innocently or negligently made by or on behalf of the Buyer prior to entering into this Contract upon which the Seller relied in entering into this Contract whether such representation was made orally or in writing. Nothing in the Contract or these Conditions excludes or limits the liability of the Buyer for fraudulent misrepresentation.

24. NOTICES

- 24.1 All notices to be given to a Party under this Agreement shall be in writing in English and shall be marked for the attention of the person, and sent by first class pre-paid post and, in the case of the Seller, sent by email, to the respective details for the Parties set out below.
- (a) in the case of the Buyer
 - (i) Address: Kingfisher House, Radford Way, Billericay, CM12 0EQ;
 - (ii) Email: legal@ropeandrail.com
 - (iii) for the attention of: The Legal Team
 - (b) in the case of the Seller, to its registered office.
- 24.2 Notices shall be deemed to be served:
- (a) two days after mailing if sent by mail, provided the postage is properly paid and such notice is correctly addressed to the respective Party as set out in clause 24.1; or
 - (b) on transmission if sent by email provided that the sender has not received a transmission error report.
- 24.3 A party may change the details recorded for it in this clause by notice to the other in accordance with this clause 24.

25. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

An entity which is not a Party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of the Contract and the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from the Contract.

26. GOVERNING LAW

- 26.1 These Conditions and the Contract and any dispute or claim arising out of or in connection with it or its

subject matter or formation (including non-contractual disputes or claims) are governed and construed in accordance with English law and subject to the provisions of clause 22, the Parties hereby agree to submit to the exclusive jurisdiction of the English Courts.

26.2 Nothing in these Conditions shall preclude a Party from taking legal proceedings at any time (a) to obtain an injunction (whether interim or final) to restrain the other Party from doing any act or compelling the other Party to do any act; or (b) to prevent a claim from becoming time-barred under any statute or rule of limitation.

**APPENDIX
SPECIAL TERMS**