

16 September 2026

Satellite Applications Catapult**Purchase Order Terms & Conditions****1. Definitions and interpretation**

1.1. In these Conditions, the following terms shall have the following meanings:

- 1.1.1. **"Affiliate"** means in relation to a company, each and any subsidiary or holding company from time to time of that company, and each and any subsidiary from time to time of a holding company of that company.
- 1.1.2. **"Applicable Law"** means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national.
- 1.1.3. **"Background IPR"** means any Intellectual Property Rights vested in or licensed to (a) the Company prior to or independently of the performance by the Company of its obligations under the Contract; and (b) the Supplier prior to or independently of the performance by the Supplier of its obligations under the Contract.
- 1.1.4. **"Bribery Laws"** means the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010.
- 1.1.5. **"Business Day"** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 1.1.6. **"Company"** means the Satellite Applications Catapult Limited, a limited company incorporated and registered in England and Wales with registered company number 07964746, whose registered office is at Quad 3, Rutherford Avenue, Harwell Science and Innovation Campus, England, OX11 0DF.
- 1.1.7. **"Company Materials"** has the meaning as defined in clause 5.3.8.
- 1.1.8. **"Conditions"** means these terms and conditions as amended from time to time in accordance with clause 26.
- 1.1.9. **"Confidential Information"** means all information that is disclosed or made available whether before or after the date of this agreement (in any form or medium), directly or indirectly, by one Party to the other Party and which relates to the commercial, business and financial affairs, technical information and know-how, products, services, analyses, policies, personnel, customer or suppliers of the disclosing Party, any information, findings, data or analysis derived from Confidential Information, and any other information that is identified as, or ought reasonably given the nature of the information and/or the circumstances of disclosure to be considered as, being of a confidential nature.
- 1.1.10. **"Contract"** means the contract between the Company and the Supplier for the supply of Products constituted by the Supplier's countersignature or written acceptance of the Purchase Order (or, if earlier, provision of the Products) and includes these Conditions, the Purchase Order and any schedules, annexures, enclosures and attachments.

- 1.1.11. “**Control**” means as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.
 - 1.1.12. “**Data Protection Legislation**” means the Data Protection Act 2018, the Data (Use and Access) Act 2025, the General Data Protection Regulation (EU) 2016/679 (when applicable), and all Applicable Law to the processing of Personal Data under or in relation to the Contract from time to time.
 - 1.1.13. “**Deliverables**” means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Products in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
 - 1.1.14. “**Existing NDA**” has the meaning as defined in clause 10.
 - 1.1.15. “**Goods**” means the goods set out in the Purchase Order to be supplied by the Supplier to the Company under the terms of the Contract.
 - 1.1.16. “**Intellectual Property Rights**” means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
 - 1.1.17. “**Parties**” means the Company and the Supplier and “**Party**” shall be construed accordingly.
 - 1.1.18. “**Personal Data**”, “**Data Subject**”, and “**Process**” shall be interpreted in accordance with applicable Data Protection Legislation.
 - 1.1.19. “**Personal Data Breach**” means a breach of security leading to the destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.
 - 1.1.20. “**Price**” means the price for the Products as set out in the applicable Purchase Order, payable in accordance with clause 8.
 - 1.1.21. “**Products**” means the Goods or Services (including Deliverables) or both as the case may be.
 - 1.1.22. “**Purchase Order**” means the Company’s order for the Products as set out in the Company’s purchase order form to which these Conditions are attached, in all cases being subject to these Conditions.
 - 1.1.23. “**Relevant Terms**” has the meaning as defined at clause 12.2.
 - 1.1.24. “**Services**” means the services set out in the Purchase Order to be supplied by the Supplier to the Company under the terms of the Contract.
 - 1.1.25. “**Specification**” means the specification for the Products to be supplied by the Supplier to the Company (including as to quantity, description and quality) as specified in the Purchase Order.
 - 1.1.26. “**Supplier**” means the party to whom the Company’s Purchase Order is addressed.
 - 1.1.27. “**VAT**” means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Product.
- 1.2. In these Conditions:-

- 1.2.1. any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 1.2.2. a reference to writing or written includes email;
- 1.2.3. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time and includes all subordinate legislation made from time to time under that legislation;
- 1.2.4. any reference to the parties includes a reference to their respective personal representatives, heirs, successors in title and permitted assignees;
- 1.2.5. any reference to a person includes any individual, body corporate, unincorporated association, partnership or any other legal entity;
- 1.2.6. words importing the singular number include the plural and vice versa;
- 1.2.7. words importing any gender include any other gender; and
- 1.2.8. headings are for convenience only and shall not affect its interpretation.

2. Basis of contract

- 2.1. These Conditions are supplied by the Company or its Affiliate to the Supplier and shall be incorporated into each Purchase Order to form a Contract for the purchase of the Products. In the event of a conflict between the Purchase Order and these Conditions, the Purchase Order shall prevail.
- 2.2. The Company shall be bound by an order only if it is issued on the Company's standard Purchase Order form and signed by a duly authorised representative. No addition, variation or exclusion shall be binding unless agreed in writing and signed by a duly authorised representative of the Company.
- 2.3. The submission of a Purchase Order to the Supplier constitutes an offer by the Company to purchase the Product, subject to these Conditions.
- 2.4. The execution and/or return of the Purchase Order form by the Supplier, or the commencement of work or delivery of the Product, constitutes acceptance of the Contract by the Supplier.
- 2.5. These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.6. An order may be withdrawn or amended by the Company at any time before acceptance by the Supplier.

3. Supply of Goods

- 3.1. The Supplier shall co-operate with the Company in all matters relating to the supply of Goods and comply with all of the Company's instructions.
- 3.2. The Supplier warrants that:
 - 3.2.1. it has full clear and unencumbered title to all the Goods; and
 - 3.2.2. at the date of delivery of any of the Goods it shall have full and unrestricted right, power and authority to sell, transfer and deliver all of the Goods to the Company.

- 3.3. The Supplier shall supply the Goods in accordance with the Specification. The Supplier warrants, represents, undertakes and guarantees that the Goods supplied under the Contract shall:
- 3.3.1. be free from defects (manifest or latent), in design, materials and workmanship and remain so for twelve (12) months after delivery to the Company;
 - 3.3.2. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
 - 3.3.3. conform with the specifications (including the Specification), drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Supplier) supplied by, or on behalf of, the Supplier; and
 - 3.3.4. be fit for any purpose held out by the Supplier or made known to the Supplier by the Company expressly or by implication, and in this respect, the Company relies on the Supplier's skill and judgement. The Supplier acknowledges and agrees that the approval by the Company of any designs provided by the Supplier shall not relieve the Supplier of any of its obligations under this sub-clause 3.3.4.

4. Delivery of Goods

- 4.1. The Supplier shall deliver the Goods on the date specified in the Purchase Order or, if no such date is specified, within thirty (30) days of the date of the Purchase Order. Time is of the essence for the delivery of the Goods if so stated in the Purchase Order.
- 4.2. The Goods shall be delivered to the delivery address specified in the Purchase Order or, where none is specified, to the Company's premises, during the Company's business hours or as otherwise specified by the Company.
- 4.3. Delivery of the Goods shall be subject to the Company's inspection and approval in accordance with clause 6.1.
- 4.4. Delivery of the Goods shall be completed once the completion of unloading the Goods from the transporting vehicle at the delivery address has taken place and the Company has signed for the delivery.
- 4.5. The Goods shall not be delivered and the Services shall not be performed in instalments unless otherwise specified in the Purchase Order or agreed in writing by the Company.
- 4.6. The Supplier shall ensure that the Goods are properly packaged and secured to ensure delivery in good condition. No charge shall be made for such packaging or transportation materials unless specified in the Purchase Order. The Company shall not be responsible for returning any such materials to the Supplier
- 4.7. The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the order, the Purchase Order number, the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 4.8. Title in the Goods shall pass to the Company on the earlier of: (a) payment by the Company for the Goods pursuant to clause 8; or (b) delivery of the Goods to the Company pursuant to this clause 4. The passing of title shall not prejudice any other of the Company's rights and remedies, including its right to reject.

- 4.9. Risk in the Goods shall pass to the Company on delivery of the Goods to the Company pursuant to this clause 4.

5. Supply of Services

- 5.1. The Supplier shall from the date set out in the Purchase Order and for the duration of the Contract supply the Services to the Company in accordance with the terms of the Contract.
- 5.2. The Supplier shall meet any performance dates for the Services specified in the Purchase Order.
- 5.3. The Supplier shall:
- 5.3.1. co-operate with the Company in all matters relating to the Services and comply with all of the Company's instructions;
 - 5.3.2. perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 5.3.3. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - 5.3.4. ensure that the Services and Deliverables shall conform with all descriptions, standards, specifications, and key performance indicators as set out in the Specification and Purchase Order and that the Deliverables shall be fit for any purpose that the Company expressly or impliedly makes known to the Supplier at the time the order is placed;
 - 5.3.5. use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Company, will be free from defects in workmanship, installation and design;
 - 5.3.6. provide all equipment, tools and vehicles and other items as are required to provide the Services;
 - 5.3.7. obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
 - 5.3.8. hold all materials, equipment and tools, drawings, specifications and data supplied by the Company to the Supplier (the "Company Materials") in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation and
 - 5.3.9. notify the Company in writing immediately upon the occurrence of a change of Control of the Supplier.

6. Acceptance, rejection and inspection

- 6.1. The Company shall not be deemed to have accepted the Products until it has had ten (10) Business Days to inspect them after delivery.
- 6.2. The Company shall be entitled to reject any Products which are not in full compliance with the terms and conditions of the Contract. Any acceptance of defective, late or incomplete Products or any payment made in respect thereof, shall not constitute a waiver of any of the Company's rights and remedies, including its right to reject.

- 6.3. Any rejected Goods may be returned to the Supplier by the Company at the Supplier's cost and risk.
- 6.4. The Company may inspect and test the Products during performance or during manufacture or processing prior to despatch, and the Supplier shall provide the Company with access to and use of all facilities reasonably required.
- 6.5. Any inspection or testing of the Products shall not be deemed to be acceptance of the Products or a waiver of any of the Company's other rights and remedies, including its right to reject.
- 6.6. If the Supplier (a) fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, or (b) has delivered Goods that do not comply with the undertakings set out in clause 3.3, or (c) has supplied Services that do not comply with the requirements of clause 5.3.4, then the Company shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:
 - 6.6.1. to terminate the Contract in whole or in part without incurring liability to the Supplier;
 - 6.6.2. to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
 - 6.6.3. to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - 6.6.4. to return the Deliverables to the Supplier at the Supplier's own risk and expense;
 - 6.6.5. to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
 - 6.6.6. to refuse to accept any subsequent performance of the Services or delivery of the Goods which the Supplier attempts to make;
 - 6.6.7. to recover from the Supplier any costs incurred by the Company in obtaining substitute Products from a third party;
 - 6.6.8. to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Goods that it has not delivered; and
 - 6.6.9. to claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's failure to meet such dates.
- 6.7. The rights of the Company in this clause 6 are without prejudice to the Company's other rights and remedies under the Contract.

7. Access to premises

- 7.1. The Company shall:
 - 7.1.1. provide the Supplier with reasonable access at reasonable times to the Company's premises for the purpose of providing the Services; and
 - 7.1.2. provide such necessary information for the provision of the Services as the Supplier may reasonably request
- 7.2. Any access to the Company's premises and any labour and equipment that may be provided by the Company in connection with the Products shall be provided without acceptance by the Company of any liability in respect of any actions, claims, costs and expenses incurred by third parties for any loss or damage to the extent that such loss or

damage is not attributable to the negligence or other wrongful act of the Company or its servant or agent.

- 7.3. The Supplier shall indemnify the Company in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which the Company may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of delivery of the Goods or performance of the Services to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of its officers, employees, agents or subcontractors.

8. Price and payment

- 8.1. In consideration of the supply of Goods and/or Services by the Supplier, the Company shall pay the Supplier the Price in accordance with this clause 8. The Price is fixed and inclusive of all charges and duties, and are not subject to adjustment save as specifically provided in these Conditions.
- 8.2. In the event that VAT is properly chargeable on the supply of the Product, the Company shall pay such VAT provided that the Supplier provides the Company a VAT invoice.
- 8.3. Unless otherwise stated in the Purchase Order, in respect of the Goods, the Supplier shall invoice the Company on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Company on completion of the Services. Each invoice shall include such supporting information required by the Company to verify the accuracy of the invoice, including the relevant Purchase Order number.
- 8.4. Unless otherwise stated in the Purchase Order, payment of invoices shall be made within thirty (30) days of receipt of a correctly rendered invoice submitted in accordance with clause 8.3 above.
- 8.5. Without prejudice to any other right or remedy, the Company reserves the right at any time to set off an amount owing to it by the Supplier, against any amount payable by it to the Supplier under the Contract.

9. Liability

- 9.1. The restrictions on liability in this Clause 9 apply to every liability arising under or in connection with this Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.2. Nothing in the Contract shall be construed to limit or exclude either Party's liability for: (a) death or personal injury caused by its negligence or that of its employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; or (c) any other liability which, by Applicable Law, may not be excluded or limited.
- 9.3. Subject to clause 9.2 and clause 9.4:
- 9.3.1. neither party to this Contract shall have any liability to the other party for any indirect or consequential loss arising under or in connection with this Contract;
- 9.3.2. each party's total liability to the other party shall not exceed a sum equal to 100% of the Price.
- 9.4. The limitations of liability set out in clause 9.3 shall not apply in respect of any indemnities given by the Supplier under the Contract.
- 9.5. This clause 9 shall survive termination or expiry of the Contract, however arising.

10. Confidentiality

- 10.1. The parties acknowledge that a separate confidentiality or non-disclosure agreement may already be in place between them, which governs the treatment of Confidential Information (the “**Existing NDA**”). Where there is an Existing NDA, its terms shall apply to any Confidential Information exchanged pursuant to this Contract and shall supersede the confidentiality provisions herein. If no such agreement exists, the confidentiality obligations set out below shall apply.
- 10.2. Each party undertakes that it shall not at any time during the Contract and for a period of three (3) years after termination or expiry of the Contract, disclose to any person any Confidential Information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 10.3 below.
- 10.3. Each party may disclose the other party’s Confidential Information:
- 10.3.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party’s rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party’s Confidential Information comply with this Clause 10 and shall be directly liable to the other party for any breach by such persons; and
 - 10.3.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.4. Neither party may use the other party’s Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 10.5. This Clause 10 shall survive termination or expiry of the Contract, however arising.

11. Intellectual Property

- 11.1. All Background IPR shall remain the exclusive property of the disclosing party and/or its licensors, and shall not be disposed of or used other than as permitted expressly by the Contract and/or in accordance with the disclosing party’s written consent.
- 11.2. Each Party grants, or shall procure the direct grant to the other Party of, a royalty-free, non-exclusive and non-transferable licence to use such Background IPR as required for the sole purpose of enabling the Parties to perform their respective obligations under the Contract and for the Company to receive and use the Products.
- 11.3. All Intellectual Property Rights in or arising out of or in connection with the Supplier providing the Product to the Company, shall vest and be the exclusive property of the Company and the Supplier agrees that it shall not exercise any purported rights of ownership, demand payment or account of profit as a result of the creation of such Intellectual Property Rights. If, and to the extent, that any Intellectual Property Rights in such materials vest in the Supplier by operation of law, the Supplier hereby assigns to the Company by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such Intellectual Property Rights all its Intellectual Property Rights in such materials (with full title guarantee and free from all third party rights).

- 11.4. The Supplier shall indemnify, and keep indemnified the Company in full against all costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses), including any interest, penalties, and reasonable legal and other professional fees (calculated on a full indemnity basis) awarded against or incurred or paid by the Company as a result of or in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the manufacture supply or use of the Goods or receipt, supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or its staff; any claim made against progress by a third party for death, personal injury or damage to property arising out of or in connection with defects in the Goods as delivered or the Deliverables; and any claim made against the Company by a third party arising out of or in connection with the supply of the Goods as delivered or the Services.
- 11.5. This clause 11 shall survive termination or expiry of the Contract, however arising.

12. Compliance with relevant laws and policies

12.1. The Supplier shall:

- 12.1.1. perform its obligations under the Contract in accordance with all Applicable Law and the Company's 'Supplier Code of Conduct' available on the Company's website and linked here: <https://sa.catapult.org.uk/terms-conditions/supplier-code-of-conduct/>, and take all reasonable steps to secure the observance of this clause by its staff, contractors and advisors;
 - 12.1.2. comply with all health and safety rules and regulations and any other security requirements while on the Company's premises;
 - 12.1.3. notify the Company immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Company's premises where that incident causes any personal injury or damage to property which could give rise to personal injury;
 - 12.1.4. take all reasonable steps in accordance with good industry practice to prevent fraud by its personnel (including its shareholders, members and directors) in connection with the Contract and shall notify the Company immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur; and
 - 12.1.5. comply with the Procurement Act 2023.
- 12.2. Any breach of clauses 12 to 16 (inclusive) (the "**Relevant Terms**") by the Supplier shall be deemed a material breach of the Contract that is not remediable and shall entitle the Company to immediately terminate the Contract by notice under clause 18.2 and the Supplier shall indemnify, and keep indemnified, the Company in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Company as a result of or in connection with any breach of the Relevant Terms by the Supplier.
- 12.3. The Supplier shall ensure that any person associated with the Supplier who is performing Services and providing the Product in connection with the 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 in the Relevant Terms. The Supplier shall be

responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Company for any breach by such persons of any of the Relevant Terms.

13. Anti-Slavery and Human Trafficking

13.1. In performing the obligations under the Contract, the Supplier shall:

13.1.1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to Modern Slavery Act 2015;

13.1.2. notify the Company as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Contract or any breach or potential; breach of the Supplier's obligations under this clause 13; and

13.1.3. maintain appropriate records and conduct reasonable due diligence to identify and mitigate risks of slavery and human trafficking in its supply chain which has a connection with the Contract. Upon reasonable notice, each party shall permit the other party and its representatives to review relevant documentation and, where reasonably necessary and proportionate to identified risks, meet with relevant personnel or inspect premises to verify compliance with this clause 13.

13.2. The Supplier represents and warrants that at the date of this Contract neither the Supplier nor any of its officers, employees, agents or subcontractors: (a) has been convicted of any offence under the Modern Slavery Act 2015; (b) has it been the subject of any investigation, inquiry or enforcement proceedings regarding any alleged offence or prosecution under the Modern Slavery Act 2015; or (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged offence prosecution under the Modern Slavery Act 2015.

14. Anti-Facilitation of Tax Evasion

14.1. The Supplier shall not engage in any activity, practice or conduct which would constitute either:

14.1.1. a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or

14.1.2. a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017.

14.2. The Supplier shall have and shall maintain in place throughout the term of the Contract such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the Supplier) and to ensure compliance with this clause 14.

14.3. The Supplier shall notify the Company in writing if it becomes aware of any breach of this clause 14 or has reason to believe that it or any person associated with it has received a request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of the Contract.

15. Prevention of Bribery and Corruption

- 15.1. Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures (construed in accordance with Bribery Laws) to prevent bribery and use its reasonable endeavours to ensure that all of that party's personnel, all others associated with that party, and all of that party's subcontractors involved in performing the Contract comply.
- 15.2. Without limitation to clause 15.1 above, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such bribe or improper payment or advantage to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.

16. Data Protection

- 16.1. The parties shall comply with their respective obligations and all applicable requirements of the Data Protection Legislation when processing any Personal Data in connection with the Contract. This Clause 16 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 16.2. The parties will ensure that they have all necessary appropriate consents and notices in place to enable lawful transfer of Personal Data for the duration and purposes of the Contract.
- 16.3. The Supplier shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected.
- 16.4. The Supplier shall not transfer any Personal Data outside of the United Kingdom unless the prior written consent of the Company has been obtained and any reasonable conditions imposed by the Company in relation to the transfer are fulfilled.
- 16.5. The Supplier shall assist the Company in responding to any request from a Data Subject and in ensuring its compliance with obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.
- 16.6. The Supplier shall maintain complete and keep accurate records and information to demonstrate its compliance with this Clause 16 and allow for audits by the Company, and at the written direction of the Company shall delete or return Personal Data and any copies to the Company on termination or expiry of the Contract unless required by Applicable Law to store the Personal Data.
- 16.7. The Supplier shall adhere to the data protection policy and procedures of the Company as notified to it from time to time or with its own data protection policy and procedures provided that these have been approved by the Company.
- 16.8. This Clause 16 shall survive termination or expiry of the Contract, however arising.

17. Insurance

The Supplier shall effect and maintain at its own cost, with a reputable insurance company, all applicable insurances as required by law and to cover the liabilities that may arise under or in connection with the Contract and shall produce to the Company on demand the insurance certificate(s) giving details of cover and the receipt for the current year's premium in respect of each insurance. Nothing contained in the clause shall serve in any way to limit or waive the Supplier's responsibilities or liabilities under the Contract.

18. Termination

18.1. Without affecting any other right or remedy available to it, the Company may terminate the Contract (in whole or in part):

18.1.1. on giving not less than thirty (30) Business Days (or if the Contract is less than three months in duration, no less than ten (10) Business Days) written notice to the Supplier.

18.1.2. with immediate effect by giving written notice to the Supplier if:

18.1.2.1. there is a change of Control of the Supplier; or

18.1.2.2. the Supplier commits a breach of any Relevant Terms.

18.2. Without affecting any other right or remedy available to it, either party may terminate the Contract (in whole or in part) with immediate effect by giving written notice to the other party if:

18.2.1. the other party commits a material breach of any term of the Contract (excluding any failure by the Company to pay) and (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so; or

18.2.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or

18.2.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

19. Consequences of termination

19.1. On termination of the Contract pursuant to clause 18.1.1, all work under the Contract shall be discontinued by the Supplier and the Company shall pay the Supplier in full and final settlement of all claims arising out of such termination (such compensation shall not include loss of anticipated profits or consequential loss):

19.1.1. the price of all Products justifiably completed and delivered in full compliance with the terminated Contract;

19.1.2. the cost of any work-in-progress delivered in full compliance with the terminated Contract; and

19.1.3. any reasonable and properly documented non-cancellable third-party costs incurred by the Supplier directly in connection with the terminated Contract;

in each case subject to the Supplier's duty to mitigate any such costs.

19.2. On termination of the Contract:

19.2.1. the Supplier shall immediately deliver to the company all Products whether or not then complete, and return all Company Materials. If the Supplier fails to do so, then the Company may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;

19.2.2. the Supplier shall immediately pay to the Company any refund(s) for payment(s) made in advance for Products not delivered or provided; and

19.2.3. the Company shall be liable to the Supplier only for the Product which has been satisfactorily performed or delivered to the Company up to the date of termination, less appropriate and reasonable offsets, including any additional costs incurred by the Company resulting from termination.

19.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

19.4. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities the parties have accrued up to the date of termination or expiry.

19.5. This clause 19 shall survive termination or expiry of the Contract, however arising.

20. Force Majeure

Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen or was unavoidable. If such event or circumstance prevents the Supplier from providing the Product within sixty (60) days from the anticipated delivery date, the Company shall have the right to terminate the Contract without liability with immediate effect by giving written notice to the Supplier.

21. Assignment and other dealings

The Supplier shall not assign, transfer, subcontract or otherwise deal with its rights or obligations under the Contract without the prior written consent of the Company.

22. Notices

Any notice or other communication given by a party in connection with the Contract shall be in writing and shall be delivered to the other party to its principal place of business by hand, by pre-paid first-class post or other next working day delivery service, or by email to such email address as the other party has specified. Notices are deemed received: by hand on receipt of a signature at the time of delivery; or by pre-paid first-class post or other next working day delivery service at 9.00 am on the second Business Day after posting; or if sent by email one Business Day after transmission.

23. Waiver

- 23.1. No failure or delay by the Company to enforce the performance of its rights under the Contract or by law shall operate as a waiver of its rights, nor shall such failure or delay prevent or restrict the further exercise of that or any other right or remedy.
- 23.2. No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Company shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Company.

24. Severance

If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision, the relevant provision or part-provision under this clause shall not affect the validity or enforceability of the rest of this agreement.

25. Third party rights

- 25.1. Except as expressly provided for in clause 25.2 below, no one other than a party to this Contract shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 25.2. Any Affiliate of the Company shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

26. Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, each party.

27. Entire Agreement

- 27.1. The parties agree that the Contract and any documents entered into pursuant to it, and any Existing NDA (which shall remain in full force and effect in accordance with clause 10.1), constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 27.2. Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it.

28. Governing Law and Jurisdiction

- 28.1. The Contract and any dispute or claim arising out of or in connection with it shall be governed by the laws of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

28.2. This clause 28 shall survive termination or expiry of the Contract, however arising.