

## 1. GENERAL

(a) In these terms and conditions: the "Purchaser" means Cadent Gas Limited; the "Supplier" means the person, firm or company to whom this purchase order or work request form (in either case this "Order") is issued; and "Deliverables" has the meaning set out in Clause 2(a). The Purchaser and the Supplier may collectively be referred to as the "Parties", and each a "Party".

(b) The status of this Order shall be in accordance with whichever of the following circumstances apply:

(i) where the Parties have already entered into a framework agreement which covers the type of Deliverables ordered herein, this Order shall constitute an acceptance of the Supplier's standing offer under that framework agreement. The specific details set out on the front of this Order shall apply in full but these standard terms and conditions (other than this Clause 1) shall be of no effect and the terms and conditions of the framework agreement shall apply in full;

(ii) where the Parties have already entered into a one-off purchase contract for the Deliverables, the front of this Order shall have the status set out in that contract but these standard terms and conditions (other than this Clause 1) shall be of no effect and the terms and conditions of that contract shall apply in full; or

(iii) where there is no existing framework agreement or other written contract between the Parties relating to the Deliverables the whole of this Order (both the details on the front and these standard terms and conditions) shall constitute an offer from the Purchaser to the Supplier to purchase the Deliverables on these terms and conditions. If the Supplier does not accept the offer exactly as comprised under this Order it shall contact the Purchaser in writing setting out its reasons for not accepting the offer and take no further other action until it has received a written response from the Purchaser setting out a basis for the provision of the Deliverables that is mutually acceptable to the Parties (the whole of this sentence being the "Procedure"). Any act, step or response by the Supplier in respect of this Order, other than in accordance with the Procedure, shall constitute an irrevocable acceptance of the Purchaser's offer contained in this Order and create a binding contract in accordance with the terms of this Order.

## 2. KEY OBLIGATIONS

(a) The goods and/or the services set out on the front of this Order, either separately or together, to the fullest extent permitted by the context of the reference, shall constitute the "Deliverables". "Provide", "Provision" and all derivatives used in the context of Deliverables shall mean the supply/delivery of goods and/or the performance of services each to the fullest extent permitted by the context of the reference and all in accordance with this Order.

(b) The Supplier shall Provide the Deliverables and the Purchaser shall pay the Price (as defined in Clause 4(a)) all fully in accordance with the terms of this Order.

## 3. TIME

The Supplier shall provide the Deliverables in accordance with the timescales set out in this Order, and any actual or potential delays to such timescales which arise as a result of or in connection with any act or omission by or on behalf of the Supplier shall be notified to the Customer promptly and rectified without delay at the Supplier's sole cost.

## 4. PRICE AND PAYMENT

(a) The price of the Deliverables ("Price") is the total costs set out in the Order.

(b) Unless stated otherwise in the Order the Price is fixed at the amount stated in the Order and shall not be subject to increase for the duration of this Order. Where the Order states that the Price is on a cost reimbursable basis the Price shall include all costs of the work properly carried out by the Supplier and/or its sub-contractors by reference to the agreed daily/hourly rates, the cost of plant and materials, any call out charge and all overheads and profits, subject always to the Supplier providing such evidence of such costs as the Purchaser may reasonably require.

The Purchaser shall not be responsible for the payment of any charges for Deliverables provided in excess of, or different to this Order unless agreed by the Parties in writing.

(c) No payment of or towards the Price shall constitute acceptance by the Purchaser that the Supplier has complied with this Order.

(d) The Price (including any prices quoted by the Supplier) shall be deemed to be inclusive of all charges, VAT and other taxes unless stated otherwise.

(e) The Supplier shall submit invoices monthly in arrears, or, if the Deliverables shall be provided in less than 45 days, on completing Provision of the Deliverables. All invoices are to be sent to the Purchaser by the Supplier electronically through the Purchaser's Ariba system.

(f) An invoice will be valid only if it references the Order number, includes detailed information necessary to support the invoiced amount, including all relevant time sheets or schedules and complies with the requirements for a valid VAT invoice as set down by HM Revenue and Customs from time to time.

(g) Subject to paragraph (j) a valid invoice will be settled by the Purchaser on the first Thursday following 42 days from the date of receipt of the valid invoice at the address stated in the Order.

(h) If any sums due under this Order are not paid by the due date, without prejudice to the parties other rights under this Order, that sum will bear interest from that due date (or if applicable from the Final Date for Payment as defined in paragraph (j) below) until payment is made in full, both before and after any judgement, at 2% per annum over the base rate as set by the Bank of England's Monetary Committee from time to time.

(i) The Purchaser shall be entitled to set off any liability which the Supplier has to it against any liability which it has to the Supplier, and may recover from the Supplier any amounts due from the Supplier as a debt.

(j) The following terms apply where the Order states that Part II of the Housing Grants, Construction and Regeneration Act 1996 (Construction Act

1996) applies to the Order. Paragraphs 4(a) to 4(i) above apply insofar as they are not inconsistent with the terms of this paragraph (j). In this paragraph (j) **Due Date** means 14 days after the date of receipt by the Purchaser of the Supplier's invoice and all supporting documentation under paragraph 4(f) above; **Payment Notice** means the notice to be given to the Supplier no later than 5 days after the Due Date specifying the sum the Purchaser considers to be due at the Due Date and the basis on which that sum is calculated; **Final Date for Payment** means 28 days after the Due Date; **Pay Less Notice** means the notice given by the Purchaser no later than 3 days before the Final Date for Payment notifying the Supplier that it intends to pay less than the amount stated as due in that Payment Notice, the amount the Purchaser considers to be due under that Payment Notice on the date such notice is served (even if the amount is zero) (the "Notified Sum") and the basis on which that amount is calculated

i. Following receipt of an invoice issued by the Supplier in accordance with paragraph 4(e) the Purchaser may issue a Payment Notice and subject to paragraph 4(j)(iii), shall pay the amount due under that Payment Notice by the Due Date.

ii. If the Supplier fails to issue an invoice by the required date or not at all, the Purchaser may issue (but is not obliged to issue) to the Supplier a Payment Notice in default of the Supplier's notice and such will be treated as a Payment Notice for the purposes of this Agreement.

iii. If the Purchaser intends to pay less than the amount stated in any Payment Notice it shall issue a Pay Less Notice and shall pay the Notified Sum by the Final Date for Payment.

## 5. PROVISION OF DELIVERABLES, TITLE AND ACCESS

(a) Deliverables shall be Provided at the Purchaser's location stated in this Order on the date specified in the Order and during the Purchaser's normal business hours.

(b) Delivery of any goods shall be effected when such goods have been safely unloaded at the location stated in this Order and, without prejudice to the Purchaser's rights under Clause 6(a), a duly authorised representative of the Purchaser has accepted the delivery.

(c) on or before Delivery the Supplier shall provide the Purchaser in writing with (i) a list by name and description of any harmful or potentially harmful properties or ingredients in the Goods supplied whether in use or otherwise and thereafter information concerning any changes in such properties or ingredients and (ii) all operating and safety instructions, clearly displayed warning notices and such other information as may be necessary for the proper use, maintenance and repair of the Goods. The Purchaser will rely on the supply of such information from the Supplier in order to satisfy its own obligations under the Health and Safety at Work Act 1974 and any other relevant Applicable Law

(d) The Purchaser shall have the right to reject Deliverables (i) Provided in advance of any date specified in this Order unless otherwise agreed, and/or (ii) until any services have been properly completed.

(e) The ownership and risk in any goods provided shall pass to the Purchaser upon delivery.

(f) Where applicable, access to the location stated in this Order will be granted solely for the purpose of the Supplier complying with this Order, and will be subject to the Supplier complying with all security requirements, policies and procedures communicated to it by the Purchaser. To the extent permitted by Applicable Law, and as required by the Purchaser, the Supplier will vet each member of its personnel involved in providing the Deliverables (whether employed or otherwise) in accordance with the Purchaser's preemployment vetting and background checking requirements notified to the Supplier from time to time.

(g) The Supplier will, in performing the services:

(i) use the degree of prudence, supervision, diligence, foresight, quality control and quality management which would be adopted by a leading professional provider of the services;

(ii) use the reasonable skill, care and diligence expected of a duly qualified and experienced consultant undertaking services and other duties similar to the services in relation to any design that the Supplier undertakes;

(iii) use appropriately qualified, trained and experienced personnel;

(iv) fulfil all requirements set out in the Order, including where applicable and without limitation those relating to compliance with specifications, permits, authorisations, specific technical competence, risk management and method statements (RAMS) and in relation to hazards and site arrangements;

• conduct itself in a safe manner which is free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner;

• fully co-operate with the Purchaser's agents, representatives and other contractors;

• ensure that it has and maintains all licences, permissions and consents required from time to time;

• comply with all health and safety and security policies that apply at the Purchaser's premises and all lawful and reasonable directions of the Purchaser; and

• not do or omit to do anything which may cause the Purchaser to lose any licence, permission or consent or to be in breach of any Applicable Law.

(v) The Purchaser shall provide the Supplier with access to the Site (but not possession) at the times stated in the Order to allow the Supplier to perform the services. Any completion date set out in the Order shall be adjusted to the extent that the Purchaser does not provide such access.

(vi) Without prejudice to any other rights or remedies of the Purchaser, the Supplier shall (at no cost to the Purchaser) remedy any defects, shrinkages or other faults in the services (**Defects**) notified to it that appear in the services within any period stated in the Order for remedying Defects commencing from completion of the services (**Defects Period**). If the Supplier does not remedy such Defects within the Defects Period the Purchaser shall be entitled to assess the cost of having the Defects remedied and shall be entitled to recover such cost from the Supplier.

## Terms and Conditions of Purchase (updated with effect from July 2021)

(vii) Risk of loss or damage to the services shall be with the Supplier until completion of the services.

### 6. INSPECTION

(a) Acceptance of all Deliverables supplied shall be subject to inspection by the Purchaser following Provision at the Purchaser's location as set out in the Order. In the event of any Deliverables being defective in materials or workmanship or otherwise failing to meet the requirements specified in this Order, the Purchaser shall have the right either to reject the Deliverables or to retain and correct them at the Supplier's expense. Rejected goods will be held until collected by the Supplier or returned to the Supplier, each at the Supplier's expense and risk and the Supplier shall pay the Purchaser's storage, handling, packing and delivery costs, as applicable.

(b) The Purchaser shall be entitled to inspect the Deliverables at any reasonable time at the Supplier's works or where applicable at the works of any sub-contractor and require any defects to be made good. No exercise of such rights shall of itself constitute acceptance or approval of the Deliverables by the Purchaser or relieve the Supplier of any of its obligations.

### 7. WARRANTY

The Supplier warrants:

(a) in respect of goods, that:(i) it has full clear and unencumbered title to all such goods and, that at the date of delivery to the Purchaser, it will have full and unrestricted rights to transfer title in all such items to the Purchaser; and (ii) the goods will be of satisfactory quality, fit for the Purchaser's intended purpose and free from defects;

(b) in respect of services, that they will be performed by appropriately qualified and trained personnel with reasonable care and skill as appropriate to a leading professional provider of the services; and

(c) in respect of Deliverables, that they strictly conform to this Order, to any and all specifications, drawings, samples, or other description furnished by the Purchaser as well as all Applicable Law (as defined in Clause 9 below) in particular (but not limited to) any Health & Safety and Data Protection legislation.

### 8. DRAWINGS, DESIGNS AND INTELLECTUAL PROPERTY

(a) All property and copyright in all drawings, designs, patterns, specifications, samples, materials, tools and other data or intellectual property provided by the Purchaser or prepared by the Supplier at the request of the Purchaser in connection with this Order (**Materials**), shall be (i) the property of and vest in the Purchaser absolutely from the time of their creation (and the Supplier hereby assigns with full title guarantee all such intellectual property rights created by it in the course of Providing the Deliverables; (ii) used by the Supplier solely for the purpose of this Order; and (iii) sent, if requested, to the Purchaser carriage paid on completion of this Order.

(b) The Supplier shall not disclose any such Materials or any data comprised therein to any third party unless expressly required or permitted to do so in writing by the Purchaser.

(c) The Supplier shall indemnify the Purchaser in full in respect of any third party claim relating to breach of intellectual property rights arising from the Provision or receipt or use by the Purchaser of the Deliverables.

(d) The Supplier shall ensure that all Deliverables Provided by it:

(i) will be safe and without risk when properly used in accordance with designs and specifications prepared by it; and

(ii) will be licensed to the Purchaser free of charge, unencumbered and for the perpetual use and benefit by the Purchaser in respect of any intellectual property owned by the Supplier or any third party.

### 9. COMPLIANCE WITH LAW

(a) For the purposes of this Order **Applicable Law** means any (1) statute, statutory instrument, bye law, order, directive, treaty, decree or law; (2) rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or (3) industry code of conduct or guideline, which relates to this Order; **CDM Regulations** mean the Construction (Design and Management) Regulations 2015; **EIR** means the Environmental Information Regulations 2004, subordinate legislation made under them, any amendment or re-enactment of any of them and any guidance and/or codes of practice issued in relation to such legislation from time to time; and **Information** means information recorded in any form held by the Supplier (or other entity on behalf of the Supplier) subject to the EIR which relates to the Purchaser and/or this Order.

(b) The Supplier shall perform its obligations under and in connection with this Order in accordance with all Applicable Law.

(c) The Purchaser appoints the Supplier to perform the role(s) of the Principal Contractor and/or the Principal Designer for the purposes of (and as defined in) the CDM Regulations as specified in the Order and the Supplier accepts any such appointment.

(d) The Supplier accepts that the Purchaser may be obliged to disclose Information pursuant to the EIR (whether or not the Information is confidential and/or commercially sensitive) without consulting or obtaining consent from the Supplier.

(e) The Supplier will (at its own expense) and will procure that any sub-contractors or third parties will (at their own expense) provide the Purchaser with details about and/or copies of all Information that the Purchaser requests within five (5) working days of a request from the Purchaser and otherwise use reasonable endeavours to assist and co-operate with the Purchaser to enable the Purchaser to comply with its obligations under the EIR.

(f) The Supplier will not itself (or allow any sub-contractor or third party to) respond to any person making a request for information under the EIR and shall pass all such requests to the Purchaser within three (3) working days of receipt.

### 10. INSURANCE AND LIABILITY

(a) The Supplier shall ensure that it holds and maintains insurance as set out in the Order, or if none are set out in the Order, as follows: Public Liability (for an amount of not less than £10,000,000 per occurrence), Employer's Liability (for

an amount of not less than £10,000,000 per occurrence), and any or all of Product Liability, Professional Indemnity and Contractors All Risks as applicable and at market standards in respect of the Deliverables. Where applicable the Supplier shall maintain the required insurances until the end of the Defects Period.

(b) Nothing in this Clause or the rest of this Order shall limit or exclude (i) either Party's liability to the extent that any Applicable Law prevents liability from being limited or excluded or, (ii) in the case of the Supplier, limit or exclude any liability arising under Clause 8, Clause 10(d) Clause 17(c), Clause 9, Clause 12, Clause 18 or arising from or for loss or destruction of or damage to the Purchaser's real and/or tangible property (howsoever caused).

(c) Subject always to Clause 10(b) above, the Supplier's liability to the Purchaser under this Order shall be limited to the higher of £1,000,000 (one million pounds) or 150% of the Price or such other amount as is specified in the Order.

(d) Subject always to Clause 10(b) above, the Supplier shall indemnify the Purchaser against all reasonably foreseeable legally enforceable and fully mitigated losses (direct), liabilities, costs (including, without limitation, the costs of any re-tender), damages, claims, awards, orders, obligations and expenses (including reasonable legal fees) ("**Losses**") that the Purchaser does or will incur or suffer, all claims or proceedings made, brought or threatened against the Purchaser by any person and all Losses the Purchaser does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding arising out of or in connection with a breach by the Supplier of the warranties set out in Clause 7 or any breach of Clause 8.

(e) Subject always to Clause 10(b)(i) above, the Purchaser's liability to the Supplier shall be limited to the Price.

(f) None of the Supplier's employees, directors or consultants individually has a contract with the Purchaser or owes the Purchaser a duty of care or personal responsibility. The Purchaser agrees that it will not bring any claim against any such individuals personally in connection with the Services.

(g) The Supplier shall have no liability to the Client under this Appointment in respect of loss of profits, loss of revenue or business, loss of goodwill or reputation or any other indirect or consequential losses.

### 11. TERMINATION

(a) Without affecting any other right or remedy available to it, the Parties may terminate this Order with immediate effect by giving written notice to the other Party if:

(i) The Supplier fails to Provide the Deliverables in accordance with this Order;

(ii) commits a material breach of any term of this Order which cannot be remedied or (if such breach is remediable) fails to remedy that breach within 7 days of a written notice from the Purchaser setting out the breach and requiring it to be remedied;

(iii) a Party suspends, or threatens to suspend, payment of its debts; or is unable to pay its debts as they fall due; or admits inability to pay its debts; or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(iv) has a receiver or provisional liquidator appointed over any of its assets, undertaking or income;

(v) is subject to a notice of intention to appoint an administrator or has an administrator appointed in respect of it;

(vi) passes a resolution for its winding-up; or

(vii) has a winding up order made by a court in respect of it.

(b) Without affecting any other right or remedy available to it, the Purchaser may terminate this Order with immediate effect by giving written notice to the Supplier:

(i) in relation to the supply of goods, prior to delivery; and

(ii) in relation to the supply of services, at any time (the Purchaser to pay the Supplier on a pro rata basis for services already Provided).

(c) On the date on which this Order expires or terminates for whatever reason (the "**Termination Date**"), the following Clauses of this Order will continue in force: 6(a), 8, 10, 16, 17, 18 and 19, together with any other Clauses which expressly or impliedly continue to have effect. All other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including without limitation claims for damages for breach) and liabilities which have accrued prior to the Termination Date.

(d) Subject to Clause 11(c) above, should the Purchaser choose to accept in whole or in part any Deliverables not provided in accordance with this Order it shall pay to the Supplier a corresponding proportion of the Price as is fair and reasonable taking into account the particular circumstance of the breach.

### 12. ANTI-BRIBERY & ANTI-SLAVERY

(a) The Supplier shall comply with all applicable laws, statutes, regulations, and codes relating to:

(i) anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**ABAS Relevant Requirements**");

(ii) slavery, servitude, forced or compulsory labour or human trafficking (for the purposes of this Clause 12, "**Anti-Slavery Laws**").

(b) The Supplier shall comply with the Purchaser's Anti-bribery and Anti-corruption Policies, and Anti-Slavery Policy contained in the Supplier Code of Conduct (which is available to view on the Purchaser's website) including any updates as may be available from time to time ("**ABAS Relevant Policies**").

(c) The Supplier shall have and shall maintain in place throughout the duration of this Order its own policies and procedures to ensure compliance with the ABAS Relevant Requirements and the ABAS Relevant Policies and will enforce them where appropriate.

(d) The Supplier shall provide such supporting evidence of compliance with Clauses 12(a), (b) and (c) as the Purchaser may reasonably request and promptly notify the Purchaser of any breach of this Clause 12.

(e) The Parties agree that a breach by the Supplier of any of its obligations under this Clause 12 is a fundamental and repudiatory breach of this Order entitling the Purchaser to terminate this Agreement immediately on written notice to the Supplier (which shall take effect immediately or on such longer period of notice as stipulated by the Purchaser). Such right of termination is without prejudice to any other rights and remedies the Purchaser may have at law, equity or under this Agreement for the Supplier's breach.

### 13. NOTICES

(a) Subject to Clause 13(c), any notice or other communication given under or in connection with the Order will be in writing and:

- (i) sent to the relevant party's address by pre-paid first class post, airmail post or mail delivery service providing proof of delivery, in which case service shall be deemed to have occurred at 9.00 a.m. on the second Business Day after the date of posting;
- (ii) delivered to or left at the relevant party's address (but not, in either case, by one of the methods set out in paragraph (i), in which case service shall be deemed to have occurred at the time the notice or communication is delivered to or left at that party's address; or
- (iii) sent by e-mail to the relevant party's e-mail address, in which case service shall be deemed to have occurred at the time of sending, except that if an automatic electronic notification is received by the sender informing the sender that the e-mail has not been delivered to the recipient or that the recipient is out of the office, that e-mail will be deemed not to have been served.

The address, e-mail address and representative for the Customer will be specified in the Order or otherwise notified to the Supplier in writing from time to time.

(b) To prove service of a notice or communication it will be sufficient to prove that the provisions of Clause 13(a) were complied with.

(c) This Clause 13 will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.

### 14. RIGHTS OF THIRD PARTIES

The Parties do not intend that any term of this Order will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.

### 15. ASSIGNMENT/SUBCONTRACTING

- (a) The Purchaser will be entitled to assign, novate, sub-contract, transfer, charge, hold on trust for any person and deal in any other manner with any of its rights under this Order.
- (b) Subject to paragraph (c) below, the Supplier will not be entitled to assign, novate, sub-contract, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights or obligations under this Order without obtaining the prior written consent of the Purchaser to do so, such consent to be given or withheld at the discretion of the Purchaser, acting reasonably.
- (c) If an Order does permit the Supplier to sub-contract any of its obligations, then the Supplier shall provide the following details in relation to that sub-contractor: (i) the sub-contractor's name and address; (ii) the subject-matter of the sub-contract, including the quality of items to be supplied, scope of involvement in the Provision of the Deliverables; (iii) confirmation that the Supplier has agreed appropriate provisions in the relevant sub-contract to enable the Supplier to comply with its obligations under the Order, (iv) in the case where the sub-contractor is an affiliate of the Supplier, documents demonstrating that the proposed sub-contract is on arm's length terms; and

### 16. AUDIT RIGHTS

(a) The Supplier will, for the duration of this Order and for a period of six years thereafter, permit the Purchaser or the representatives of any regulatory authority (each referred to as an "Auditing Body"), to have access on demand during normal business hours to the Supplier's premises, systems and relevant records as may be reasonably required in order to:

- (i) fulfil any request by any regulatory authority;
- (ii) undertake verifications of the accuracy of the charges or identify or investigate suspected fraud;
- (iii) undertake verification that the Deliverables are being provided in accordance with this Order and that the Supplier is complying with all other obligations contained in this Order;
- (iv) assess and verify the Supplier's compliance with all Applicable Law; or
- (v) enable the Purchaser to:
  - fully comply with all Applicable Law (including any accounting, tax and filing obligations);
  - respond to enquiries by any regulatory authority; or
  - deal with enquiries, complaints or claims made by the Purchaser's customers.

(b) The Purchaser will provide the Supplier with at least 5 business days' written notice of its intention to conduct an audit, except in cases of suspected fraud or suspected breach of this Order.

### 17. TUPE

The Parties do not envisage that the provisions of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") will apply to this Order. However:

- (a) the Supplier will, subject to compliance with Applicable Law, provide to the Purchaser within such timescales as the Purchaser stipulates (acting reasonably) any employee related information in respect of employees assigned to the Provision of Deliverables which the Purchaser may reasonably require from time to time; and
- (b) in the 6 months prior to expiry of the Order or following receipt of a notice to terminate the Order, the Supplier shall not assign any new employees to Provide the Deliverables, or materially alter the terms and conditions of employment of its employees assigned to the Order without the prior consent of the Purchaser;
- (c) the Supplier will, keep the Purchaser and any replacement supplier of some or all of the Deliverables indemnified in full against any Losses arising directly or indirectly in connection with any Supplier employee who is held or alleges that his employment has or should have transferred to the Purchaser

(or such replacement supplier) on any date following the date of this Order; and (d) in the event TUPE applies both Parties will comply with their obligations thereunder.

### 18. CONFIDENTIALITY

(a) The Supplier undertakes that it shall keep confidential and shall not, at any time during the term of this Order and for a period of five years after termination of this Order, disclose to any person any confidential information disclosed to the Supplier, whether orally or in writing, concerning the business, affairs, customers, clients or suppliers of the Purchaser except as permitted by Clause 18(b) below.

(b) The Supplier may disclose the Purchaser's confidential information:

- (i) to its employees, officers, representatives or advisers to the extent that they need to know such information for the purposes of performing the Supplier's obligations under this Order; or
  - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) The Supplier shall ensure that its employees, officers, representatives or advisers to whom it discloses the Purchaser's confidential information comply with this Clause 18.
- (d) The Supplier shall not use the Purchaser's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Order.

### 19. GOVERNING LAW AND JURISDICTION

(a) This Order and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

(b) The courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Order.

### 20. ENTIRE AGREEMENT

Unless otherwise provided in Clause 1, this Order constitutes the entire agreement between the Parties and supersedes any prior agreement or arrangement in respect of its subject matter and neither Party has entered into this Order in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other Party or any other person and whether made to the first Party or any other person) which is not expressly set out in this Order. Nothing in this Clause 20 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

### 21. DATA PRIVACY

(a) The Supplier shall comply with all applicable laws, statutes, regulations, and codes relating to data privacy including, but not limited to, the Data Protection Act 1998, all EU Data Protection Legislation including the General Data Protection Regulation 2016 and the Law Enforcement Directive 2016. ("DP Relevant Requirements")

(b) The Supplier shall comply with the Purchaser's data protection policies, procedures and Codes of Conduct for Suppliers (available on the Purchaser's website) including any updates as may be available from time to time ("DP Relevant Policies")

(c) The Supplier shall have and shall maintain in place throughout the duration of this order its own policies and procedures to ensure compliance with the DP Relevant Requirements and the DP Relevant Policies and will enforce them where appropriate.

(d) The Supplier shall provide such supporting evidence of compliance with clauses 21(a),(b) and (c) as the purchaser may reasonably request and without undue delay, shall notify the Purchaser of any breach of clause 21. (e)The Parties agree that a breach of the Supplier of any of its obligations under this clause 21 is a fundamental and repudiatory breach of this Order entitling the Purchaser to terminate the Agreement immediately on written notice to the Supplier which shall take place immediately or on such longer period of notice as stipulated by the Purchaser. Such right of termination is without prejudice to any other rights and remedies the Purchase may have at law, equity or under this Agreement for the Supplier's breach.