

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS & PROFESSIONAL SERVICES

The terms and conditions as presented herein (the “**Conditions**”) are the standard terms that apply to all business placed with third parties for the provision of Goods (as defined herein) by Blue Chip Customer Engineering Limited (Company Number 02146732), whose registered office is at Franklin Court, Priory Business Park, Bedford MK44 3JZ (“**Blue Chip**”). These Conditions are to be read in conjunction with any specific supplemental terms for the business in question and the Purchase Order as supplied by Blue Chip.

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1 Definitions

1.1. In the Agreement, unless the context otherwise requires, the following words have the following meanings:

"Affiliate"	means, in relation to a Party, any existing or future Person which directly or indirectly controls, is controlled by or is under common control with such Party including as a Subsidiary or Holding Company or Subsidiary of such Holding Company (as such expressions are defined by Section 1159 of the Companies Act 2006 (as amended)). ;
"Agreement"	means these Conditions as may be amended or modified from time to time in accordance with the provisions herein, the Purchase Order and (unless the context otherwise requires) includes any additional terms and conditions agreed in writing between the Parties and attached to the Purchase Order;
"Agreement Term"	means the duration of the Agreement (if any) as defined on the Purchase Order;
"Applicable Laws"	means all present or future laws, statutes, by-laws, orders, enactments, regulations, regulatory policies, legally binding guidelines, requirements or industry codes of any Governmental Authority applicable to the Goods and Professional Services or any other activities under the Agreement, including Data Protection Legislation;
"Blue Chip Group"	means (i) Blue Chip; and (ii) its Affiliates;
"Blue Chip IPR"	means the IPR owned or licensed by Blue Chip or any member of Blue Chip Group;
"Blue Chip Project IPR"	means all IPR other than the Supplier IPR, arising as a direct result of the supplying the Goods and/or Professional Services including in any deliverables and any proposals, information, data, documents and reports, whether accepted or rejected, which are developed or delivered by or for the Supplier Group exclusively for use by Blue Chip Group pursuant to the provision of or relating to the Goods;
"Business Day"	means a day which is not a Saturday, Sunday or a public holiday in England and Wales;
"Change Request"	means a formal written request for an amendment to the Order or any alteration in the quality, specification or quantity of the Goods or Professional Services or the way in which they are delivered;
"Charges"	means the amount payable to the Supplier by Blue Chip in consideration for the Goods and Professional Services (where applicable) determined pursuant to Clause 14;
"Commencement Date"	shall have the meaning as set out in Clause 2;
"Computer Virus"	means any malicious software, such as malware, worms, trojan horses, ransomware, spyware, adware, scareware, boot loaders, or any other software or data which may reasonably be considered to be of malicious intent (including any unplanned and unapproved change introduced by such software);
"Confidential Information"	means, with respect to the Parties, any information relating to the Parties or to their businesses, customers, Personnel or suppliers including data, material or know-how concerning, or in any way relating to the Parties including, without limitation, the data and database of Blue Chip, written descriptions, accounts, data held on magnetic media, business plans, system integration or development concept, oral disclosures and other data some of which may be, or contain proprietary and/or marketing, technological, or business information;
"Data Protection Legislation"	means (i) for as long as it remains, directly applicable in the UK, EU Regulation 2016/679 ("GDPR"), and any national implementing laws and secondary legislation, as amended or updated from time to time and (ii) any successor legislation to the GDPR in the UK, as amended, consolidated, re-enacted or replaced from time to time relating to the Processing of Personal Data;
"Delivery Date"	means a date specified in the Order, or as otherwise agreed in writing by the Parties, or if no date is specified, within fourteen (14) days of the date of the Order, upon which the Supplier must complete the delivery and set-up (where applicable) of Goods such that they are ready for use by Blue Chip;
"Delivery Location"	means the address for delivery of Goods and/or Professional Services as set out in the Order;

"Disclosing Party"	means the Party disclosing an item of Confidential Information;
"Dispute Resolution Process"	means the process referred to in Clause 23;
"Force Majeure Event"	means any cause affecting the performance by a Party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, riots, war or armed conflict, acts of terrorism, acts of Governmental Authorities, fire, flood, hurricane, tornado, or earthquake, or disaster, force majeure declaration of suppliers or strike, lockout or other form of industrial action (other than a strike, lockout or other form of industrial action of or by its own Personnel);
"Good Industry Practice"	means, in relation to any activity or requirement relevant to the Agreement, the exercise of that degree of skill, care diligence, prudence and foresight and using the practices, processes, procedures and guidelines which would reasonably and ordinarily be expected from a skilled and experienced Person engaged in the same type of such activity or requirement under the same or similar circumstances and conditions in the United Kingdom;
"Goods"	means the goods (or any part of them) to be supplied by the Supplier pursuant to the Agreement, more particularly described in the Order;
"Governmental Authority"	means any court, government, regulatory agency or authority, like or successor body (in each case whether international, national or local and in any competent jurisdiction) (including but not limited to the Information Commissioner's Office and its successors);
"IPR"	means all intellectual property rights, wherever in the world, howsoever arising and in whatever media, whether or not registered, including copyright, patents, trademarks, service marks, trade names, rights in databases, trade secrets, utility models, semiconductor rights, know-how, registered design, software, and all rights in the nature of unfair competition rights or rights to sue for passing off and any applications for protection or registration of these rights and all renewals and extensions thereof throughout the world;
"Normal Working Hours"	means the hours of 09:00 – 17:30 on a Business Day in the United Kingdom;
"Order"	means the order for the Goods and/or Professional Services as defined by Blue Chip or the Supplier which includes the Specification, as referenced or set out in Blue Chip's Purchase Order;
"Party"	means either the Supplier or Blue Chip and "Parties" shall mean both of them;
"Person"	means any individual, firm, corporation wherever incorporated, trust, joint venture (whether or not having a separate legal existence), partnership, limited liability company, association (whether incorporated or not), or any other entity, or any governmental body or subdivision, agency, or authority and also such Person's legal personal representatives and successors;
"Personnel"	means officers, directors, employees, workers and agents (including any persons hired as consultants or contract staff) engaged in (i) the receipt, delivery and/or installation of the Goods; and/or (ii) the receipt and/or performance of the Professional Services;
"Professional Services"	means any one time activities be completed by the Supplier including those to ensure that the Goods can be delivered by the Supplier and be used by Blue Chip after delivery;
"Purchase Order"	means the formal Blue Chip requisition that authorises the Order and incorporates these Conditions;
"Recipient"	means the Party receiving an item of Confidential Information;
"Specification"	means any description for the Goods and/or Professional Services (as applicable), including any technical specifications, related plans and drawings, that is agreed in writing by Blue Chip and the Supplier;
"Supplier"	means the company or entity as named on the Purchase Order from whom Blue Chip purchases the Goods;
"Supplier Group"	means (i) the Supplier; and (ii) its Affiliates;

“Supplier IPR”

means the IPR which is owned by, developed by or licensed by the Supplier (excluding Blue Chip Project IPR and Blue Chip IPR) which is used for the provision of the Goods and/or Professional Services and is not explicitly developed for Blue Chip;

- 1.2. In the Agreement, unless the context otherwise requires:
- a) words in the singular include the plural and vice versa and words in one gender include any other gender;
 - b) a reference to:
 - (i) any Party includes its successors in title and permitted assigns;
 - (ii) **“including”, “include”, “in particular”** or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding those terms; and
 - (iii) **“in writing”** includes, except for the purposes of Clause 22, communications via electronic mail.
- 1.3. The headings in these Conditions are for convenience and are not to be used in interpreting the Agreement.
- 1.4. Unless otherwise stated, reference to any statute or statutory provision includes reference to the statute or statutory provision as from time to time amended, extended or re-enacted and shall also include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.5. If there is any ambiguity between the terms of a Purchase Order, Order, any appendices to an Order, or these Conditions the following order of priority shall prevail:
- a) the Purchase Order;
 - b) these Conditions
 - c) the Order.

2 Appointment and Duration

- 2.1. A Purchase Order constitutes an offer by Blue Chip to purchase the Goods and/or Professional Services in accordance with these Conditions and the Order. These Conditions apply to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2. Any quotation or other submission from the Supplier shall be deemed to be an offer subject to these conditions. No agreement to supply shall be binding on Blue Chip until Blue Chip expressly accepts such an offer by issue of a Purchase Order or other express written agreement of Blue Chip signed by an authorised signatory of Blue Chip.
- 2.3. An Order shall be deemed to be accepted by the Supplier on the date of the earlier of; (i) the Supplier issuing a written acceptance of the relevant Purchase Order; or (ii) the Supplier doing any act consistent with fulfilling the Purchase Order, (the **“Commencement Date”**) at which point the Agreement shall come into existence. The Agreement will commence on the Commencement Date and shall continue until completion of the Order (the **“Agreement Term”**) unless otherwise terminated as provided in the Agreement.

3 Quality of the Goods

- 3.1. The Supplier shall ensure that the Goods shall:
- a) correspond with their description and any applicable Specification including ensuring all electronic products supplied are to be 220V 50Hz power supply compatible unless otherwise stated;
 - b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Blue Chip expressly or by implication, and in this respect the Blue Chip relies on the Supplier's skill and judgement;
 - c) where they are manufactured products, be free from defects in design, material and workmanship and remain so for the longer of (i) twelve (12) months after delivery; or (ii) the manufacturer's warranty;
 - d) comply with all Applicable Laws relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
 - e) not be encumbered in any way by the rights of third parties.
- 3.2. The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement.

4 Delivery of the Goods

- 4.1. The Supplier shall deliver the Goods on the Delivery Date(s) to the Delivery Location(s) during Normal Working Hours, and ensure all Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition.
- 4.2. Each delivery of the Goods must be accompanied by a delivery note from the Supplier which shows the date of the Purchase Order, the Purchase Order reference, 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. Any delivery without a valid Purchase Order reference will be rejected by Blue Chip.
- 4.3. If the Supplier requires Blue Chip to return any packaging material to the Supplier, the requirement and instructions must be clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.
- 4.4. Delivery of the Goods shall only be deemed completed following unloading the Goods at the Delivery Location. If the Supplier (i) delivers less than 95% of the quantity of Goods ordered, Blue Chip may reject the Goods; or (ii) delivers more than 105% of the quantity of Goods ordered, Blue Chip may at its discretion reject the Goods or the excess Goods, and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and Blue Chip accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.
- 4.5. The Supplier shall not deliver the Goods in instalments without Blue Chip's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, each delivery may be invoiced, however, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall still entitle Blue Chip to the remedies set out in Clause 7.

5 Acceptance of the Goods

- 5.1. Blue Chip may inspect and test the Goods at any time before delivery and within a reasonable time after delivery and return any nonconforming Goods to the Supplier at the Supplier's risk and expense. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Agreement.
- 5.2. If following inspection or testing Blue Chip reasonably considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings pursuant to Clause 3.1, Blue Chip shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. Blue Chip may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 5.3. Subject to the terms of the Agreement, title and risk in the Goods shall only pass to Blue Chip on completion and acceptance of delivery of Goods. Blue Chip shall not be deemed to have accepted the Goods until it has had five (5) Working Days to inspect them following delivery. Blue Chip shall also have the right to reject the Goods as though they had not been accepted for five (5) Business Days after any latent defect in the Goods has become apparent.

6 Professional Services

- 6.1. At all times, the Supplier shall perform the Professional Services in accordance with the Specification and the Agreement and shall provide its Personnel in sufficient numbers to properly execute the Professional Services.
- 6.2. If at any time and from time to time in the reasonable opinion of Blue Chip, the Supplier fails to provide the Professional Services in accordance with the Specification and the Agreement (and without prejudice to any other rights and remedies of Blue Chip in the Agreement) the Supplier shall within five (5) Business Days (i) perform a root-cause analysis to identify the cause of such failure; (ii) provide a plan and/or date (as applicable) that is within a period as would be provided in accordance with Good Industry Practice for correcting such failure; (iii) provide Blue Chip with reasonable evidence that such failure shall not recur; and (iv) provide Blue Chip with a written report detailing the cause of and procedure for correcting such failure.
- 6.3. Subject to Clause 6.4 and adherence to Blue Chip's access procedures, health and safety policies and any other reasonable and lawful instructions to the Supplier, Blue Chip shall permit the Supplier to enter the Delivery Location(s) during Normal Working Hours (or as otherwise set out in the Specification) for the purpose of carrying out Professional Services.
- 6.4. Blue Chip reserves the right to refuse any person entry to a Delivery Location if; (i) he or she cannot demonstrate to Blue Chip's reasonable satisfaction that he or she is authorised for entry via a valid access request; (ii) Blue Chip reasonably considers it inappropriate to allow the individual access to the Delivery Location for any reason (whether or not he or she is authorised); or (iii) any individual wishing to acquire access refuses to be searched and for any items (including data storage devices) to be properly checked.

7 Remedies

- 7.1. If the Goods or Professional Services are not delivered on the Delivery Date(s), or if any Goods or Professional Services are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Agreement, then, unless the Supplier's delay was due to unforeseeable causes beyond its control and without its fault or negligence, and without limiting any of Blue Chip's other rights or remedies, whether or not it has accepted delivery of the Goods or Professional Services, Blue Chip may exercise any one or more of the following remedies:
- a) cancel the Purchase Order or reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier and require a full refund to be paid forthwith by the Supplier of any payments made;
 - b) require the Supplier at its expense to either remedy any defect in the Goods or performance of the Professional Services or to supply replacement Goods and/or carry out any works necessary work to ensure that the terms of the Agreement are fulfilled;
 - c) without any liability to Blue Chip refuse to accept any further deliveries of the Goods and/or further performance of the Professional Services and recover from the Supplier any costs incurred by Blue Chip in obtaining substitute goods or services from a third party ;
 - d) carry out at the Supplier's expense any work necessary to make the Goods and/or Professional Services comply with the Agreement; and claim such damages as may have been sustained as a result of the Supplier's breach of the Agreement.
- 7.2. For the avoidance of doubt these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier and Blue Chip's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

8 Warranties and Undertakings

- 8.1. The Supplier warrants and undertakes that:
- a) (excluding fair wear and tear or misuse by Blue Chip) the Goods delivered will retain compliance with Clause 3.1 for a period being the greater of (i) twelve (12) months after delivery; or (ii) the manufacturer's standard warranty, and the Supplier shall bear the costs of any repair, modification or replacement of Goods to enable such compliance;
 - b) in performing its obligations under the Agreement, it shall, and shall procure that its Affiliates (as applicable) comply with all Applicable Laws from time to time in force;
 - c) any Professional Services will be performed in accordance with Good Industry Practice by Personnel of appropriate skill and experience acting at all times in good faith and with due diligence and in accordance with the Supplier's obligations under the Agreement;
 - d) it will, and will ensure that all members of its Personnel will, take reasonable care to ensure that it and they do not knowingly interfere with the business operations of Blue Chip unless any action taken by the Supplier to avoid such interference would result in the Supplier failing in its obligations under the terms of the Agreement;
 - e) if Blue Chip requests that a member of Personnel should be removed from the provision of the Professional Services by reason of competence, compliance with Applicable Laws or breach of warranty, Blue Chip will inform the Supplier in writing and the Supplier will promptly remove that person from any activities under the Agreement;
 - f) it has and will continue to have the authority to grant to Blue Chip any rights to be granted hereunder and owns or has obtained valid licences to any IPR necessary for the fulfilment of all its obligations under the Agreement, including the right to use any third party software identified in an Order and/or needed for any Professional Services;
 - g) it has taken and will continue to take all practical steps, in accordance with Good Industry Practice, to prevent the introduction of any Computer Virus into the Goods and any systems, data or software owned by or under the control of Blue Chip; and
 - h) it shall (where stated as a Supplier responsibility in the Order) install the Goods to the design agreed by Blue Chip and set out in the Specification. Additionally the Supplier will ensure that the hardware and software specified in an Order are compatible and will enable the provision of the Goods at all times.

9 Confidentiality

- 9.1. Except to the extent set out in this Clause 9, or where disclosure is expressly permitted elsewhere in the Agreement, each Party shall treat the other Party's Confidential Information as confidential; and not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
- 9.2. Clause 9 shall not apply to the extent that (i) such information was in the possession of the Party making the disclosure, without obligation of confidentiality, prior to its disclosure; (ii) such information was obtained from a third party without obligation of confidentiality; (iii) such information was already in the public domain at the time of disclosure otherwise than

through a breach of the Agreement; (iv) is required to be disclosed by law, by any court of competent jurisdiction or by any Governmental Authority; or (v) such information was independently developed without access to the other Party's Confidential Information.

- 9.3. The Supplier may only disclose Blue Chip's Confidential Information to the Supplier's Personnel who are directly involved in the provision of the Services and who need to know the information. The Supplier shall ensure that such Personnel are aware of, and comply with, these confidentiality obligations.
- 9.4. The Supplier will not, and shall procure that its Personnel do not, use any of Blue Chip's Confidential Information received otherwise than for the purposes of the Agreement.
- 9.5. This Clause 9 shall survive termination of the Agreement, howsoever arising.

10 IPR Ownership and Licence

- 10.1. Subject to this Clause 10 neither Party shall use the trade names, trade mark and other registered or unregistered designs, names, or logos of the other without the other Party's prior written consent.
- 10.2. The Supplier acknowledge that Blue Chip is the owner or licensed user of Blue Chip IPR which shall include Blue Chip Materials as defined herein, and that except as expressly specified in Clause 10.5, nothing in the Agreement or otherwise shall confer on the Supplier or its Personnel any right, title or interest in Blue Chip IPR.
- 10.3. The Supplier acknowledges that documents, records or other materials ("**Blue Chip Materials**") provided or made available to the Supplier or any of its Personnel by or on behalf of Blue Chip and any amendments additions or changes to them, shall be owned by and remain within the ownership of Blue Chip and nothing in the Agreement or otherwise shall confer on the Supplier or its Personnel any right, title or interest in respect of such documents, records or materials.
- 10.4. The Supplier shall keep the Blue Chip Materials in safe custody at its own risk, maintain them in good condition until returned to Blue Chip, and not dispose or use the same other than in accordance with the Blue Chip's written instructions or authorisation.
- 10.5. Subject to Blue Chip obtaining all necessary consents from third party licensors, Blue Chip hereby grants to the Supplier a non-exclusive, non-transferable, revocable, royalty-free licence to use such of Blue Chip IPR as relates to the Goods and Professional Services, strictly for the purposes of and to the extent necessary to perform the Supplier's obligations under the Agreement.
- 10.6. The Parties acknowledge and agree that all Blue Chip Project IPR shall be the property of or licensed to Blue Chip. The Supplier hereby:
 - a) assigns with full title guarantee to Blue Chip all right, title and interest in any Blue Chip Project IPR which belongs to the Supplier or the Supplier Group;
 - b) where full title cannot be assigned by the Supplier, undertakes to procure the granting to Blue Chip of a non-exclusive, perpetual and irrevocable, royalty-free, worldwide licence to use any Blue Chip Project IPR which is owned by or licensed to the Supplier or the Supplier Group for the benefit of and at no cost to Blue Chip Group; and
 - c) agrees to perform all further acts necessary to perfect any of the foregoing, including by the execution of any and all deeds and documents, at the reasonable request of Blue Chip but at the Supplier's own expense.
- 10.7. Blue Chip agrees to and shall grant to the Supplier a non-exclusive, non-transferable, revocable, royalty-free licence to use Blue Chip Project IPR for the sole purpose of providing the Goods and Professional Services to Blue Chip and/or its Affiliates pursuant to the Agreement.
- 10.8. The Parties acknowledge that a breach of this Clause 10 may cause irreparable harm and injury to the non-defaulting Party, and, accordingly, the non-defaulting Party shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek an injunction enforcing this Clause 10 or restraining the defaulting Party from breaching or threatening to breach this Clause 10.

11 IPR Indemnity

- 11.1. The Supplier shall keep Blue Chip indemnified against all against all claims, demands, actions (including reasonable costs, reasonable expenses (including reasonable legal costs and disbursements on a solicitor and client basis)), suffered or incurred by Blue Chip as a result of or in connection with any claim made against Blue Chip for actual or alleged infringement of a third party's IPR arising out of or in connection with the supply or use of the Goods and/or Professional Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or sub-contractors (and "**IPR Claim**").
- 11.2. If an IPR Claim is made in respect of any Goods, or in the reasonable opinion of the Supplier is likely to be made, the Supplier may at its own expense modify or replace such Goods or (with Blue Chip's written consent) procure a licence for Blue Chip to

use any the Goods without reducing the performance or functionality of the same, so as to avoid the infringement or the alleged infringement and the terms herein shall apply mutatis mutandis to such modified or replaced Goods.

- 11.3. If a replacement or modification in accordance with Clause 11.2 is not promptly possible so as to avoid any IPR infringement or the Supplier has been unable to procure a licence, without prejudice to any other rights and remedies Blue Chip may have under the Agreement or Applicable Laws, the Supplier shall be liable for the full value of any replacement Goods together with associated costs incurred in implementing such replacement. Failure to provide a replacement or modification or to procure a licence in accordance with Clause 11.2 so as to avoid the IPR infringement or to cover the full value of any replacement of the Goods under this Clause 11.3 shall constitute a material breach without remedy within the meaning of Clause 18.
- 11.4. This Clause 11 shall survive termination of the Agreement, howsoever arising.

12 Data Protection

- 12.1. Both Parties shall comply with the Data Protection Legislation in so far as they are relevant in respect of the provision and use of the Services. For the purposes of the Agreement, the terms Data Controller, Data Processor, Personal Data, Sensitive Personal Data and Processing shall be as defined in the Data Protection Legislation.
- 12.2. The Parties acknowledge that Blue Chip is a Data Controller and that the Supplier is not considered a Data Processor in providing the Services. The Supplier further acknowledges that it has not been given any remit by Blue Chip to make any attempt to access any data on the Goods, any Blue Chip systems, or as part of the Professional Services and confirms that it shall not do so. In the event the Supplier is required to process Personal Data as defined in the Data Protection Legislation, the Supplier agrees to enter into a separate data processing agreement in addition to these Conditions and shall process Personal Data in accordance with such agreement.
- 12.3. The Parties further acknowledge that it may be necessary to exchange Personal Data relating to their respective employees, workers, agents, representatives, customers and/or the End User(s) in order to receive the benefit or delivery of (as applicable) the Goods and/or Professional Services. Where a Party receives any such Personal Data from the other Party it shall ensure that it fully complies with the Data Protection Legislation.

13 Regulated Activities and Audit

- 13.1. The Supplier shall provide Blue Chip with all required assistance, information and documentation to the extent reasonably required to allow Blue Chip to satisfy itself, its auditors or any Governmental Authority that the Goods comply with any Applicable Laws and/or with the Supplier's necessary dealings with any Governmental Authority provided always that nothing in this Clause 13 shall oblige any Party to agree to any change to the Agreement. The Supplier shall provide such information and at such times as requested by Blue Chip to enable Blue Chip to monitor the performance of the Supplier and evaluate risks.
- 13.2. Upon reasonable notice the Supplier shall (and shall ensure that its subcontractors and suppliers shall) provide any auditors and inspectors as Blue Chip or any Government Authority may designate access during Normal Working Hours (except as may be necessary to perform audits) to the premises, Personnel and records of the Supplier and/or its subcontractors and suppliers for the purpose of performing audits or inspections relating to the Supplier's engagements with Blue Chip, the Goods, and/or Professional Services including for the purpose of auditing and/or monitoring the performance of the Supplier against the terms of the Agreement, and all further assistance, co-operation and information as reasonably requested and required for the purposes of the Agreement.
- 13.3. The Supplier shall supply to Blue Chip promptly such information relating to the Supplier's financial condition (including the annual audited and approved financial statement) and otherwise in relation to the business of the Supplier as Blue Chip reasonably requests from time to time.

14 Charges & Payment

- 14.1. The Charges shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Agreement came into existence. The Charges shall include the costs of packaging, insurance and carriage of the Goods. No variation in the Charges shall be accepted by Blue Chip other than set out in these Conditions.
- 14.2. The Parties agree that unless otherwise specified in an Order the Charges are inclusive of all expenses anticipated to be incurred by the Supplier in the performance of the Agreement and subject to any Change to the Charges agreed in accordance with these Conditions, Blue Chip shall have no obligation to make any payment to the Supplier other than the Charges.
- 14.3. All Charges are to be stated exclusive of value added tax ("VAT"), any similar sales tax and/or any tax that replaces such sales taxes but inclusive of all other fees. VAT shall be added to all sums invoiced under the Agreement at the rate prevailing at the

date of the invoice in the country in which the Goods or Professional Services are delivered and will be payable at the same time as the amount to which it relates.

- 14.4. The Supplier may invoice Blue Chip for the Charges on or at any time after the completion of delivery and acceptance of the Goods and/or any Professional Services. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, Blue Chip's Purchase Order Number, the Supplier's VAT registration number, and any supporting documents that Blue Chip may reasonably require.
- 14.5. Unless specified otherwise on the Purchase Order, Blue Chip shall pay correctly rendered invoices within sixty (60) days of receipt of the invoice unless stated otherwise in the corresponding Purchase Order. Blue Chip shall pay to the Supplier the total undisputed amount of each invoice in Pounds Sterling by electronic transfer to an account nominated in writing by the Supplier. Blue Chip shall not be obliged to accept any invoice prior to completion of delivery and/or any Professional Services, or that does not include Blue Chip's Purchase Order number.
- 14.6. Where Blue Chip disputes an invoice, the nature and detail of the dispute shall be detailed in writing, and the Parties will act promptly and in good faith to resolve the matter. Payment for undisputed items on a disputed invoice shall be made in accordance with the normal payment terms for the invoice.
- 14.7. Where payment is due on a day which is not a Business Day, the Charges are due and payable on the next Business Day. The amount of the Charges and the timing and/or the method of payment of the same may be amended from time to time as agreed in writing between the parties.
- 14.8. If a Party fails to make any payment due to the other under the Agreement by the due date for payment, then the defaulting Party shall pay interest on the overdue amount at the rate of two (2) per cent above the then current base rate of the Bank of England. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in writing and good faith.
- 14.9. Blue Chip may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to Blue Chip against any liability of Blue Chip to the Supplier.
- 14.10. For the avoidance of doubt payment of an invoice does not deem acceptance by Blue Chip of any Goods or Professional Services.

15 Change Control Procedure

- 15.1. Prior to delivery of the Goods and/or completion of a Purchase Order, Blue Chip may raise a Change Request in accordance with the procedures set out in this Clause 15. Until such time as a Change Request is approved in accordance with this Clause 15, the Parties shall, unless otherwise agreed in writing, continue to perform their respective obligations under the Agreement in compliance with its terms prior to the Change Request.
- 15.2. On receiving the Change Request the Supplier shall within five (5) Business Days evaluate the Change Request and, as it deems appropriate (i) request further information from Blue Chip, (ii) notify Blue Chip of its rejection and giving reasons for such rejection; or (iii) notify Blue Chip of any amendments, or additional terms and conditions, required to be incorporated in the Change Request before it can be accepted.
- 15.3. If the Supplier does not notify Blue Chip of the rejection of the Change Request, the Supplier shall in addition, where relevant, respond to the Change Request by confirming in writing details of any variation to be made to the Order, including the Specification and Charges as a result of implementing the relevant Change Request.
- 15.4. Except as provided in this Clause 15 the Supplier shall not be obliged to agree a Change Request provided the Supplier shall not withhold agreement to any Change Request for which implementation is required to comply with any Applicable Laws. In the event the Supplier does not approve a Change Request, Blue Chip shall be entitled to terminate the Agreement without penalty or any other liability immediately by giving the Supplier notice in writing.
- 15.5. Each Party shall bear its own costs in connection with the preparation of all documentation relating to and negotiation of proposed changes. Any discussions, negotiations, or other communications that may take place between the Parties in connection with any proposed Change Request shall be without prejudice to the rights of either Party.
- 15.6. Following confirmation of acceptance of a Change Request the Order shall be amended so that it includes a description of the Change Request and the Supplier shall be entitled to vary the Charges (where applicable) by an amount equal to the amount notified to Blue Chip under this Clause 15, subject to the terms of the Change.

16 Remedies and Liabilities

- 16.1. The Supplier shall indemnify Blue Chip against all liabilities losses, damages, injury, costs, interest and expenses (including but not limited to any direct losses, and all interest, penalties, legal and other professional fees and expenses) and judgements awarded against or incurred or paid by Blue Chip as a result of or in connection with
- a) defective workmanship, quality or materials, defective products in breach of the Consumer Protection Act 1985 or the General Product Safety Regulations 2005;
 - b) any claim made against Blue Chip by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods and/or Professional Services, to the extent that the defects in the Goods and/or Professional Services are attributable to the acts or omissions of the Supplier, its employees, agents or sub-contractors;
 - c) any claim made against Blue Chip by a third party arising out of or in connection with the supply of the Goods and/or Professional Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement by the Supplier, its employees, agents or sub-contractors; and
 - d) any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against Blue Chip as a result of any breach of Clauses 26 (Anti-Bribery) and 27 (Modern Slavery).
- 16.2. The Parties accept that nothing in the Agreement limits or excludes any liability for (i) fraud or fraudulent misrepresentation; (ii) death or personal injury resulting from their negligent acts or omissions in connection with the Agreement; (iii) the Supplier indemnity for IPR pursuant to Clause 11; or (iv) any liability which cannot by Applicable Laws be limited or excluded.
- 16.3. Neither Party shall be liable to the other in contract, tort (including negligence or breach of statutory duty) or misrepresentation (whether innocent or negligent) or otherwise for any special, indirect or consequential losses, costs, damages, charges or expenses, or for any loss of profits, business, revenue (excluding fees), goodwill or anticipated savings, damage or expense of any kind whatsoever and howsoever caused, even if reasonably foreseeable and even if it has been advised of the possibility of such losses or events.
- 16.4. Except in the case of the liabilities which are not limited or excluded under this Clause 16, and unless prohibited by Applicable Laws, Blue Chip's total liability arising from or in connection with the Agreement shall not exceed the Charges for the Goods and/or Professional Services in accordance with the terms set out herein.
- 16.5. The provisions of this Clause 16 shall survive the termination of the Agreement howsoever caused.

17 Subcontracting

The Supplier shall not sub-contract any of its obligations under the Agreement without the prior written consent of Blue Chip which will not be unreasonably withheld. In the event that Blue Chip consents to the Supplier sub-contracting any of its obligations under the Agreement, the Supplier shall be and shall remain responsible and liable for all its obligations pursuant to the Agreement and for all acts and omissions of its sub-contractors.

18 Termination

- 18.1. Blue Chip may terminate the Agreement in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Agreement. Blue Chip shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but for the avoidance of doubt such compensation shall not include loss of anticipated profits or any consequential loss.
- 18.2. Blue Chip may by notice in writing terminate the Agreement with immediate effect if the Supplier:
- a) commits a material breach of the Agreement that is not capable of remedy and for the avoidance of doubt a breach of Clauses 26 (Anti-Bribery) and 27 (Modern Slavery) by the Supplier shall be deemed a material breach not capable of remedy ;
 - b) subject to sub-clause a) is in breach of any of its other material obligations under the Agreement that is capable of remedy and fails to remedy the breach within a period of thirty (30) days after receiving written notice of the breach from Blue Chip; or
 - c) has a receiver or administrative receiver appointed for it or over any part of its undertaking or assets or passes a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect or if the Supplier becomes subject to an administration order or enters into any voluntary arrangement with its creditors or ceases or threatens to cease to carry on business; or
 - d) the Supplier's financial position deteriorates to such an extent that in Blue Chip's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

- 18.3. The Supplier may by notice in writing terminate the Agreement with immediate effect if Blue Chip is in breach of any of its material obligations under the Agreement that is capable of remedy and fails to remedy the breach within a period of thirty (30) days after receiving written notice of the breach from the Supplier. For the avoidance of doubt the failure by Blue Chip to pay any material amount of any sums due under the Agreement shall be considered a breach of a material obligation.
- 18.4. If the Supplier is affected by a Force Majeure Event and is unable to cure the effect of the Force Majeure Event within twenty (20) days, Blue Chip may terminate the Agreement immediately on written notice and acquire an alternate supplier for the Goods, without penalty.
- 18.5. Termination or expiry of the Agreement shall be without prejudice to any rights and remedies of the Parties accrued before such termination or expiration or which are expressly stated herein to survive termination hereof and nothing in the Agreement shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry.

19 Assignment

- 19.1. The Supplier may not assign the Agreement or its obligations and/or the rights under it without the prior written consent of Blue Chip, such written consent not to be unreasonably withheld providing (i) such assignment is within the Supplier Group and (ii) the assignee assumes all the Supplier's responsibilities and obligations contained in the Agreement.
- 19.2. Consent shall not be required for an assignment from Blue Chip, provided Blue Chip shall notify the Supplier in writing of such assignment. Where reasonably required, the Supplier expressly declares its consent to such assignment and that it shall undertake any further confirmations and provide further assistance for a formal assignment.

20 Force Majeure

- 20.1. Subject to Clause 20.1 neither Party shall be in breach of the Agreement, or otherwise be liable to the other for any delay in performance or non-performance of any of its obligations under the Agreement to the extent that such delay or non-performance is due to a Force Majeure Event, provided it is not an event that the relevant Party would reasonably be expected to manage via its business continuity or disaster recovery planning in accordance with Good Industry Practice.
- 20.2. The Party affected by any Force Majeure Event shall use reasonable endeavours to mitigate the effect of the Force Majeure Event and shall immediately give the other Party written notification of the nature and extent of the Force Majeure Event and the Parties shall enter into bona fide discussions with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable.
- 20.3. A Party cannot claim relief if the Force Majeure Event is attributable to that Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 20.4. Blue Chip may, during the continuance of any Force Majeure Event, terminate the Agreement in accordance with Clause 18 in the circumstances set out in that Clause.

21 Non-Solicitation

During the Agreement Term and for twelve (12) months thereafter, neither Party may solicit, directly or indirectly, any employee of the other Party who was involved in the provision or receipt of the Goods or Professional Services. This Clause 21 shall not restrict a Party from hiring employees of the other Party who apply unsolicited in response to a general advertising or recruitment campaign.

22 Notices

- 22.1. Any notice to be given by a Party under the Agreement shall be in writing, signed by or on behalf of the Party giving it and addressed to the other Party's representative. Each notice shall be delivered to the other Party personally or be left at or sent by prepaid first class post or prepaid recorded delivery to the address of the Party as set out on the Signature Page of the Agreement or as otherwise notified in writing from time to time.
- 22.2. Except as referred to in Clause 22.3 a notice shall be deemed to have been served at the time of delivery if delivered personally; or two (2) Business Days after posting in the case of an address in the United Kingdom and four (4) Business Days after posting for any other address. If the deemed time of service is not during normal business hours in the country of receipt, the notice shall be deemed served at the opening of business on the next Business Day of the country of receipt.
- 22.3. A Party shall not attempt to prevent or delay the service on it of a notice connected with the Agreement.

23 Dispute Resolution

The Parties shall use reasonable endeavours to resolve any dispute arising out of or in connection with the Agreement, failing which the Parties may (if they agree that mediation is an appropriate way to resolve the dispute) refer the dispute to a mediator appointed under the auspices of the Centre for Dispute Resolution in London (or any replacement body) for resolution by mediation without prejudice to either Party's ability to have recourse to the courts.

24 General

- 24.1. The Agreement sets out the entire agreement and understanding between the Parties in respect of the subject matter of the Agreement and supersedes all prior arrangements or understandings, whether oral or written, between the Parties relating to the subject matter hereof.
- 24.2. To the extent that any provision of the Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed severed and not to be a part of the Agreement, it shall not affect the enforceability of the remainder of the Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.
- 24.3. No purported variation of the Agreement shall be effective unless it is in writing and signed by a duly authorised representative of each of the Parties.
- 24.4. The rights, powers and remedies conferred on any Party by the Agreement and remedies available to any Party are cumulative and are additional to any right, power or remedy which it may have under Applicable Laws or otherwise.
- 24.5. Either Party may, in whole or in part, release, compound, compromise, waive, or postpone, in its absolute discretion, any liability owed to it or right granted to it in the Agreement by the other Party without in any way prejudicing or affecting its rights in respect of that or any other liability or right not so released, compounded, compromised, waived or postponed.
- 24.6. No single or partial exercise, or failure or delay in exercising any right, power or remedy by any Party shall constitute a waiver by that Party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under the Agreement or otherwise.
- 24.7. Unless expressly provided in the Agreement, no term of the Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to it. The Supplier acknowledges that the Agreement and the Goods are for the benefit of the members of Blue Chip Group and agrees that any loss or damage of whatever form and howsoever caused of any member of Blue Chip Group and which arise out of or in connection with the Goods, Professional Services or the Agreement shall be deemed to be loss or damage of Blue Chip and the Supplier shall raise no objection, defence or protest in respect thereof. Each member of Blue Chip Group shall be entitled to enforce the terms of the Agreement in its own right.
- 24.8. Nothing contained in the Agreement shall constitute or be deemed to constitute a partnership and none of the Parties shall be, or be construed to be, the agent of the other Party for any purpose or to have any authority to bind or incur any liability on behalf of any of the other Party, save as otherwise expressly provided in the Agreement.
- 24.9. The Agreement shall be governed by and construed in accordance with the law of England and Wales. Each of the Parties irrevocably submits for all purposes in connection with the Agreement to the exclusive jurisdiction of the courts of England and Wales.

25 Insurance

The Supplier will at its cost maintain in force throughout the Agreement Term, and for claims made after the Agreement Term in respect of events occurring during the Agreement Term, insurance with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Agreement, and shall, on Blue Chip'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.

26 Anti-Bribery

- 26.1. The Supplier shall comply with Applicable Laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Anti-Bribery Law**") and shall have and maintain in place throughout the Agreement Term policies and procedures, including adequate procedures, to ensure compliance with the Anti-Bribery Laws, and will enforce them where appropriate.
- 26.2. Without prejudice to any other remedies available to Blue Chip, in the event Blue Chip reasonably suspects there to have been a breach of this Clause 26 by the Supplier, the Supplier shall be deemed to be in material breach of the Agreement and Blue Chip may terminate said Agreement in accordance with Clause 18.2 a).

27 Modern Slavery

- 27.1. The Supplier represents, warrants and undertakes that it conducts its business in compliance with all Applicable Laws relating to the Modern Slavery Act 2015 and Blue Chip's policies and/or codes or practice on modern slavery as may be provided to the Supplier in writing from time to time (the "**Slavery Rules**") and shall comply with any reasonable instruction received from Blue Chip for the purposes of Blue Chip's annual reporting requirements under the Slavery Rules including any reasonable due diligence and audit requests made by Blue Chip pursuant to this Clause 27.
- 27.2. The Supplier shall implement due diligence procedures for its suppliers and sub-contractors, to ensure that there is no slavery or human trafficking in its supply chains and undertakes not to purchase any resource or raw materials or other products that have been sourced from producers or manufacturers using forced labour in its operations.
- 27.3. The Supplier shall (i) maintain a complete set of records to trace the supply chain of all Goods provided to Blue Chip in connection with the Agreement; and (ii) permit Blue Chip and its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this Clause 27, to have access to and take copies of the Supplier's records and any other information and to meet with the Supplier's personnel to audit the Supplier's compliance with its obligations this Clause 27.
- 27.4. The Supplier acknowledges that Blue Chip shall take any reasonable and lawful action it believes is necessary to avoid violation of any Slavery Rules, including terminating the Agreement for material breach in accordance with Clause 18.2 a).

28 Survival

The expiry or termination of the Agreement for any reason will not affect those provisions which are expressly or by implication to survive expiry or termination of the Agreement and those provisions shall continue in full force and effect.