

## **NPL GENERAL TERMS AND CONDITIONS OF PURCHASE**

These Terms and Conditions (the “**Contract**”) govern the relationship between NPL Management Ltd (“**NPL**”) at Hampton Road, Teddington, London, TW11 0LW and the Supplier whereby NPL agrees to purchase Goods and/or Services from the Supplier as specified in the relevant Purchase Order. The Contract shall also incorporate, where applicable, any Special Conditions of purchase (if applicable) Specifications and Service Level Agreements that are relevant to the said supply of Goods and/or the said performance of Services.

### **A. Definitions and Interpretation**

In these Conditions, the following definitions apply:

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by or is under common control with, another entity. For this purpose, the word “control” means the direct or indirect ownership of more than 50% of the voting equity of such entity

“**Bribery**” means the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction

“**Business Day**” means a day other than a Saturday, Sunday or bank or public holiday [in England and Wales]

“**Condition**” means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions specified in writing by NPL, and “**Conditions**” shall be construed accordingly

“**Contract Price**” means the price (exclusive of VAT) payable to the Supplier by NPL under the Contract for the full and proper performance by the Supplier of its part of the Contract

“**Confidential Information**” means information received by a Party (the “Receiving Party”) that relates to the products, business or activities of the other Party (the “Disclosing Party”), and shall include any information which is provided verbally or visually, and any information which can be obtained by examination, testing or analysis of any hardware, software, material samples, or component part provided by the Disclosing Party, but excludes information that:

- (a) is, at the time of disclosure hereunder, already published or otherwise publicly available; or
- (b) is, after disclosure hereunder, published or becomes available to the public other than by breach of this Agreement; or
- (c) is rightfully in the Receiving Party's possession with rights to use and/or disclose, prior to receipt from the Disclosing Party; or
- (d) is rightfully disclosed to the Receiving Party by a third party with rights to use and/or disclose; or
- (e) is independently developed by or for the Receiving Party without reference or access to Confidential Information disclosed hereunder

“**Data Protection Legislation**” means the Regulation (EU) 2016/679 of the European Parliament and of the Council (“GDPR”) and any legislation enacted in the United Kingdom to enforce this (as amended, replaced or superseded as may be the case from time to time), relating to the protection of personal data and the privacy of individuals, including where applicable guidance and codes of practice issued by the Information Commissioner

“**Force Majeure**” means an event or sequence of events beyond any Party's reasonable control preventing or delaying it from performing its obligations under the Contract

**“Goods”** means all Goods (and any related accessories and documentation) that the Supplier is required to supply under the Contract and, unless otherwise agreed, any required installation, commissioning and testing of such Goods

**“Intellectual Property Rights”** means copyright, patents, know-how, trade secrets, trade- marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights.

**“Location”** means the address(es) for the delivery of the Goods and performance of the Services as set out in the Purchase Order

**“Modern Slavery Policy”** means NPL anti-slavery policy in force and notified to the Supplier from time to time

**“NPL Property”** means anything issued or otherwise furnished in connection with the Contract by or on behalf of NPL or its authorised representative

**“NPL”** means NPL Management Limited, a company wholly owned by the Department of Business, Energy and Industrial Strategy (BEIS)

**“Personal Data”** has the meaning given to that term in the Data Protection Legislation

**“Process”** has the meaning given to that term in the Data Protection Legislation and ‘Processed’ and ‘Processing’ shall be construed accordingly

**“Purchase Order”** means NPL's order for the Goods or Services, and Specification if applicable

**“Services”** means all services that the Supplier is required to perform under the Contract

**“Service Level Agreement”** – means a separate agreement to be agreed by the Parties which sets out the expected service levels relating to this sale.

**“Specification”** means, where applicable, any samples, plans, descriptions, specifications, warranty information, maintenance information and any other details provided to NPL (in any format) in relation to the Goods and Services.

**“Supplier”** means the person who undertakes to supply the Goods and/or to perform the Services for NPL under the Contract

In these Conditions, unless the context otherwise requires:

- i. a reference to the **Contract** includes these **Conditions**, the **Purchase Order**, their respective schedules, appendices and annexes (if any), and any applicable special conditions as specified by NPL;
- ii. any clause, schedule or other headings in these **Conditions** are included for convenience only and shall have no effect on the interpretation of these **Conditions**;
- iii. a reference to a ‘party’ means either the **Supplier** or NPL and includes that party's personal representatives, successors and permitted assigns;
- iv. a reference to a ‘person’ includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns
- v. words in the singular include the plural and vice versa;
- vi. a reference to ‘writing’ or ‘written’ includes any method of reproducing words in a legible and non-transitory form **including email**

## **B. The Conditions:**

In the event of any conflict or inconsistency between these Conditions and any special conditions contained in the Purchase Order, the special conditions shall prevail.

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## **1. Contract Formation**

- 1.1 These Conditions apply to each Purchase Order between the NPL and the Supplier for the supply of Goods and Services.
- 1.2 Each Purchase Order shall constitute an offer by the NPL to purchase the goods in accordance with these Conditions.
- 1.3 The Purchase Order shall be deemed to be accepted, and an individual Contract formed, on the earlier of:
  - 1.3.1 the Supplier issuing a written acceptance of the Purchase Order within 1 working Day; or
  - 1.3.2 the Supplier doing any act consistent with fulfilling the Purchase Order.

## **2. Supplier Obligations**

- 2.1. In providing the Goods and Services, the Supplier shall:
  - 2.1.1. use or ensures the suppliers supplier uses, good industry practice in the manufacture of the Goods and provide sufficient competent and skilled staff to carry out its obligations under the Contract;
  - 2.1.2. use reasonable care and skill in providing the Services, (pursuant to the meaning provided in s13 of Sale of Goods Act 1979);
  - 2.1.3. use only new and good quality materials, and ensure the Goods are of a satisfactory quality (as within the meaning of the Sale of Goods Act 1979) and fit for the purpose;
  - 2.1.4. ensure any media on which the results of the Services are supplied shall be free from defects in material and workmanship and of satisfactory quality (as within the meaning of the Sale of Goods Act 1979);
  - 2.1.5. ensure the Goods and Services correspond with the Purchase Order, and where applicable the Specification.
  - 2.1.6. ensure the Goods be free from defects in design, material and workmanship, and notwithstanding Condition 5 the Goods shall remain free from such defect for a reasonable period after delivery.
  - 2.1.7. on acceptance of a Purchase Order (in accordance with Condition 1.3), deliver the Goods immediately or as agreed by NPL.
  - 2.1.8. the supplier shall ensure that they will comply with all of NPL's internal procedures and regulations as advised on commencement of work on site.

## **3. Packaging**

- 3.1. The Goods shall be properly packed, secured and marked in accordance with NPL's instructions and as required by Law and the carrier.
- 3.2. The Goods shall be clearly and conspicuously marked with the Purchase Order number, the name of the contents and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings. A packing list and commercial invoice shall be included where applicable.
- 3.3. All containers (including packing cases, boxes, tins, drums and wrappings) supplied by the Supplier shall be considered as non-returnable and their cost as having been included in the Contract Price.
- 3.4. The Supplier shall indemnify NPL against all such Loss which NPL may suffer or incur resulting from or in connection with any breach of this Condition or breach of statutory duty, negligence or wrongful act or omission by the Supplier through their failure, inadequacy or absence of packaging according to acceptable industry packaging standards for such Goods or failure to provide the relevant customs documentation unless agreed otherwise in advance.

#### **4. Delivery and Inspection**

- 4.1. The Goods shall be delivered by the Supplier to the Location on the date(s) specified in the Purchase Order. The Goods shall be deemed delivered by the Supplier either:
  - 4.1.1. On delivery of the Goods at the Location and when NPL has notified the Supplier that the Goods have been delivered in full compliance with the terms and conditions of the Contract;  
or
  - 4.1.2. If acceptance testing is required, delivery shall be deemed upon successful completion of the acceptance tests and an issuance of the signed acceptance certificate to the Supplier;  
or
  - 4.1.3. As otherwise agreed between the Parties.
- 4.2. The Services shall be performed by the Supplier at the Location on the date(s) specified in the Purchase Order. The Services shall be deemed delivered by the Supplier only on completion of the performance of the Services at the Location and NPL has notified the Supplier in writing that the Services have been performed in full compliance with the terms and conditions of the Contract.
- 4.3. The Goods and/or Services shall not be delivered by or performed in instalments unless otherwise agreed in writing by NPL. Where the Goods are to be delivered from outside the United Kingdom (UK), shipping will be DDP according to Incoterms 2010 as published by the International Chamber of Commerce. The Supplier is responsible for all customs duties and formalities, import and export costs of such Goods. Delivery of the Goods takes place when the Goods are placed at the disposal of the Customer at the named place of destination selected by NPL.
- 4.4. Where delivery of Goods or the performance of Services requires an export license or other authorisation, the Supplier shall be responsible for obtaining such export license or authorisation and shall co-operate with NPL to ensure compliance of any requirements under all applicable Export Control Regulations. If the Supplier is not successful in obtaining export clearance, NPL may terminate the Contract without liability to either Party.
- 4.5. NPL shall be entitled to reject any Goods or Services which are not in full compliance with the Conditions of the Contract. Any inspection, testing or acceptance of defective, late or incomplete Goods or Services or any payment made in respect thereof, shall not constitute a waiver of any of NPL's rights and remedies, including its right to reject and terminate the Contract in its sole discretion.
- 4.6. Any rejected Goods may be returned to the Supplier by NPL at the Supplier's cost and risk.
- 4.7. NPL may inspect and test the Goods during manufacture or processing prior to despatch, and the Supplier shall provide NPL with all facilities reasonably required without cost to NPL or as reasonably agreed between Parties.

#### **5. Warranty and Maintenance**

- 5.1. Where applicable the Supplier shall provide NPL with appropriate maintenance as set out in the Purchase Order. Such maintenance shall be provide in accordance with good industry practice and may be subject to a service level agreement, as agreed by Parties or as set out in the Specification.
- 5.2. The Supplier shall provide NPL with a warranty for Goods and Services for a minimum period of 12 (twelve) months, in accordance with the Purchase Order and applicable Specification. The Supplier agrees to assign NPL the benefit of any manufacture warranty, guarantee or an equivalent right which it has against any third party manufacturer or supplier of the Goods in full or in part.
- 5.3. If, within the period of twelve (12) months following the date of delivery, any defect or fault is identified, NPL shall notify the Supplier within a reasonable period and the Supplier will repair or, at its option, replace the defective part or parts of free of charge within 30 days of notification having been received.
- 5.4. NPL may from time to time, extend the warranty and/or maintenance of the Goods (where applicable) and Parties agree to negotiate in good faith such extension and applicable fee.

#### **6. Payment**

- 6.1. On submission of a valid invoice quoting NPL's Purchase Order number and confirming that (a) the Goods have been delivered to NPL and NPL have accepted such Goods or (b) the Services have been performed and NPL has accepted such Services, NPL shall pay each validly submitted invoice of the Supplier within thirty (30) working days of receipt.
- 6.2. Where applicable, VAT shall be charged by the Supplier and paid by NPL in accordance with the applicable rate at the time the invoice is issued.
- 6.3. NPL reserves the right to withhold any disputed portions of payments until the dispute is resolved by the Parties.
- 6.4. NPL may offset any amount owing to it from the Supplier against any amount owed to the Supplier by NPL.
- 6.5. Where the purchase price is in a currency other than pounds sterling; or the purchase price is converted into pounds sterling from a foreign currency, the Parties agree that:
  - 6.5.1. the contractual price is based on the official fixed exchange rate determined by the Bank of England between the pounds sterling currency, (£), and the second foreign currency, (called the "Base Rate"), and that
  - 6.5.2. if the fixed exchange rate on the actual date of payment differs by more than 5 % from the Base Rate, then
  - 6.5.3. the contract price shall be adjusted accordingly.

## **7. Cancellation**

- 7.1. NPL may cancel the Purchase Order 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 accepted Purchase Order. NPL shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods and Services at the time of termination of that Purchase Order however such compensation shall not include loss of anticipated profits or any consequential or indirect loss.
- 7.2. In relation to any Purchase Order cancelled in part or full, NPL shall pay for
  - 7.2.1. in respect of any Goods, that part of the price which relates to the Goods which at the time of cancellation have been delivered to NPL; and
  - 7.2.2. in respect of any Goods, the reasonable cost of materials which the Supplier has purchased to fulfil the Purchase Order for the Goods which cannot be used or be returned to the Supplier's supplier such materials for a refund; and
  - 7.2.3. in respect of any Services, that part of the price which relates to the Services which at the time of cancellation has already been performed [in accordance with any service delivery plan agreed between Parties].

## **8. Title and risk**

- 8.1. Risk in the Goods shall pass to NPL when NPL has accepted the Goods as conforming in every respect with the Contract.
- 8.2. Title to the Goods shall vest in NPL in proportion to the percentage of the invoice paid to the Contractor. Title shall vest fully in NPL on the date final payment is made.
- 8.3. The passing of title shall not prejudice any other of NPL's rights and remedies, including its right to reject.
- 8.4. Neither the Supplier, or any other person, shall have a lien on, right of stoppage in transit or other rights in or to any Goods title to which have vested in NPL or any specifications or materials of NPL, and the Supplier shall ensure that relevant third Parties accept the exclusion of such lien and rights.
- 8.5. The Supplier warrants and represents that it:
  - 8.5.1. has at the time the Contract is made full, clear and unencumbered title to the Goods, and the full, clear and unencumbered right to sell and deliver them to NPL; and
  - 8.5.2. shall hold such title and right to enable it to ensure that NPL shall acquire a valid, unqualified title to the Goods and shall enjoy quiet possession of them.

- 8.6. Until title passes to NPL, the Supplier shall insure the Goods from the date of delivery with a reputable insurer against all risks for an amount at least equal to the price of the Goods.

## **9. The Supplier's Personnel**

- 9.1. NPL reserves the right to refuse to admit any person employed by the Supplier or by a subcontractor to premises occupied by or on behalf of NPL, whose admission would, in the opinion of NPL, be undesirable. Upon request by NPL, the Supplier shall provide to NPL a list specifying:
- 9.1.1. the names and addresses of all persons who may at any time require admission in connection with the performance of the Contract to any premises occupied by or on behalf of NPL; and
  - 9.1.2. the nature of the work to be performed by such persons and such other particulars as NPL may require.
- 9.2. If the Supplier fails to comply with Condition 10.1 and if NPL believes that such failure is prejudicial to NPL's interests, then NPL may terminate the Contract at any time by written notice to the Supplier. Such termination shall not prejudice or affect any right of action or remedy which shall have accrued, or shall accrue thereafter, to NPL.
- 9.3. The decision of NPL as to whether any person is to be refused admission to such premises and as to whether the Supplier has failed to comply with Condition 9.1 shall be final and conclusive.
- 9.4. The Supplier shall indemnify NPL against any loss, damage or injury arising from any failure by the Supplier's employees or subcontractors to comply with any of NPL's rules, regulations and procedures that are drawn to their attention

## **10. Confidentiality**

- 10.1. The Supplier undertakes to keep confidential and not disclose any part, or the whole, of any Confidential Information disclosed to it under this Contract.
- 10.2. The Supplier acknowledges that NPL is subject to the requirements of Freedom of Information Act 2000 ("FOIA") and Environmental Information Regulation 2004 ("EIR") and shall:
- 10.2.1. assist and co-operate with NPL to enable it to comply with its disclosure obligations if required pursuant to FOIA and EIR;
  - 10.2.2. provide NPL with any physical information that falls within the scope of the EIR;
  - 10.2.3. where any information is held by a sub-contractor of the Supplier, procure that such subcontractor shall comply with the relevant obligations set out in this Condition 11.2.
- 10.3. The confidentiality obligations and restrictions shall remain in force for the period of seven years from the date of termination of this Contract.

## **11. Data Protection**

- 11.1. If and to the extent that the Supplier Processes any Personal Data on behalf of NPL, the Supplier acknowledges and agrees that it will Process such Personal Data strictly for the purpose of the performance of the Contract. Such Personal Data shall be Processed in accordance with the Data Protection Legislation.
- 11.2. The Supplier undertakes to:
- 11.2.1. process Personal Data insofar as necessary for the performance of the Contract or as directed by NPL from time to time pursuant to the Conditions;

- 11.2.2. put in place appropriate technical and organisational measures against (i) any unlawful or unauthorised processing of that Personal Data, (ii) the accidental loss or destruction of or damage to such Personal Data, whilst having regard to the specific requirements of Condition 11, the state of the technical development and the level of harm that may be suffered by a data subject (as defined in Data Protection Legislation) whose Personal Data is affected by unlawful processing, its loss damage or destruction;
- 11.2.3. ensure the reliability of all their staff with access to Personal Data and that all staff are fully trained and aware of all policies and procedures (internal and external) relating to the this Condition;
- 11.2.4. to allow representatives of NPL to audit the Supplier's compliance with the requirements of this Condition 11 on reasonable notice, and/or, at the option of NPL, on request to provide NPL with evidence of its compliance with such requirements;
  - 11.2.5. not transfer Personal Data outside of the European Economic Area (as defined by Data Protection Legislation) without NPL's prior written consent, and in granting consent to the transfer, NPL may impose such terms on the Processing of the Personal Data and on the Supplier and/or any overseas processor of Personal Data as NPL requires to ensure that the Personal Data is adequately protected;
- 11.3. Where the Supplier uses a sub-contractor in the performance of the Contract, the supplier shall procure that the sub-contractor shall comply with the obligations set out in this Condition 11.
- 11.4. The Supplier shall assist NPL to comply with any obligations imposed on NPL by the Data Protection Legislation in relation to any Personal Data Processed by the Supplier including:
  - 11.4.1 providing NPL with reasonable assistance in complying with any subject access request served on NPL under the Data Protection Legislation;
  - 11.4.2 promptly informing NPL about the receipt of any subject access request received by the Supplier in relation to Personal Data Processed pursuant to this Contract; and
  - 11.4.3 not disclosing any Personal Data in response to a subject access request without first consulting with and obtaining consent of NPL.
- 11.5. The Supplier shall indemnify and keep NPL indemnified against any losses, damages, costs, expenses (including without limitation legal costs), claims or proceedings whatsoever or howsoever arising from the suppliers unlawful or unauthorised processing of Personal Data in connection with these Conditions.
- 11.6. On expiry or termination of this Contract, the Supplier shall immediately cease Processing the Personal Data and, at NPL's option or direction, arrange for the prompt and safe return and/or destruction of all of the Personal Data with all copies in its possession or control, and where requested by NPL, certify that such destruction or return has taken place.

## **12. Intellectual Property Rights**

- 12.1. Subject to any rights that are owned by the Supplier as a result of any work performed outside the Contract and subject to the rights of any third party, all specifications provided by NPL and all Intellectual Property Rights in the Goods or Services made or performed in accordance with such specifications shall vest in and remain at all times the property of NPL and such specifications may only be used by the Supplier as necessary to perform the Contract.
- 12.2. The Supplier assigns (or shall procure the assignment) to NPL absolutely, with full title guarantee, all right, title and interest in any such Intellectual Property Rights, and the Supplier shall do all such things and sign all documents necessary in NPL's opinion to so vest all such Intellectual Property Rights in NPL, and to enable NPL to defend and enforce such Intellectual Property Rights, and the Supplier shall at NPL's request waive or procure a waiver of applicable moral rights.
- 12.3. The Supplier shall not reproduce or disseminate the Intellectual Property to any third party for any purpose other than the performance of the Contract without the prior written consent of NPL.

## **13. NPL Property**

- 13.1. All NPL Property shall remain the property of NPL and shall only be used in the performance of the Contract and for no other purpose whatsoever unless otherwise agreed in writing with NPL.
- 13.2. All NPL Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies NPL to the contrary within fourteen (14) days of receipt of the NPL Property by the Supplier (or such other period of time as may be specified in the Contract from the date of receipt of the NPL Property by the Supplier).
- 13.3. The Supplier undertakes to return all NPL Property to NPL on completion or earlier termination of the Contract and shall be responsible for any loss or damage (excluding fair wear and tear) caused in the possession of the Supplier. For avoidance of doubt possession shall include the safe carriage of NPL Property to NPL.
- 13.4. Without prejudice to the above and any terms in the Contract concerning loss of, or damage to, the Goods, the Supplier shall, unless otherwise provided for in the Contract, make good or, at the option of NPL, pay compensation for, all loss of, or damage to, any property of NPL that is:
  - 13.4.1. caused by the Supplier or the Supplier's employees, agents or subcontractors, and
  - 13.4.2. arises from the presence of the Supplier or the Supplier's employees, agents or subcontractors in connection with the performance of the Contract on any site occupied by or on behalf of NPL,except that this Condition 14 shall not apply to the extent that the Supplier is able to show that any such damage was not caused or contributed to by the Supplier's negligence or default or the negligence or default of the Supplier's employees, agents, or subcontractors.

#### **14. Liability and Insurance**

- 14.1. The Supplier shall indemnify, and keep indemnified NPL or any of NPL's employees or agents from and against any losses, damages, liability, costs (including legal fees and third party claims) and expenses incurred by NPL as a result of or in connection with the Supplier's employees, agents or subcontractors negligent or wrongful acts or breach of any of its obligations under the Contract unless such loss, damage or delay is attributable to negligent actions by NPL.
- 14.2. Nothing in this Contract limits or excludes either Party's liability for death or personal injury resulting from negligence; or any fraud or for any sort of other liability which, by law, cannot be limited or excluded.
- 14.3. The Supplier shall effect with a reputable insurance company a policy or policies of insurance covering all liabilities of the Supplier under the Contract. The Supplier shall, on request by NPL, produce the relevant policy of insurance, together with a receipt or other evidence of payment of the latest premium due under each such policy.
- 14.4. The Supplier shall indemnify NPL against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any intellectual property rights used by or on behalf of the Supplier for the purpose of performing the Contract, provided that any such infringement or alleged infringement is not knowingly caused by, or contributed to, by any act of NPL.

#### **15. Termination**

- 15.1. NPL shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Supplier written notice whereupon all work on the Contract shall be discontinued and NPL shall pay to the Supplier costs properly incurred by the Supplier up until the date of termination.
- 15.2. Either Party shall have the right to terminate the Contract by written notice to the other Party if the other Party is in material breach of any of the terms of the Contract and such material breach shall not have been remedied to the satisfaction of the aggrieved Party within a period of thirty (30) days of written notification of such breach.

#### **16. Notices**

- 16.1. Any notice given to NPL under this Agreement should be sent by email to [legal@npl.co.uk](mailto:legal@npl.co.uk).
- 16.2. Any notice to the Supplier shall be sent to the contact identified on the purchase order.

#### **17. Publicity**

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17.1. Unless otherwise agreed in writing with NPL, the Supplier shall not issue any press releases or other forms of publicity concerning the supply of the Goods to NPL or the performance of the Services for NPL.

**18. Amendments and Variation**

18.1. No amendment or variation in the terms of the Contract will be valid unless previously agreed in writing by NPL and the Supplier and no payment will be made for any unauthorised work.

**19. Transfer and Sub-Contracting**

19.1. The Supplier shall not give, bargain, sell, sub-contract or otherwise dispose of the Contract or any part thereof without NPL's prior written consent.

**20. Assignment**

20.1. Neither Party may assign any rights or subcontract or delegate any duties hereunder, without the express written consent of the other Party except that NPL will be fully entitled to assign or novate this Contract to the Department of Business, Energy and Industrial Strategy ("BEIS").

**21. No partnership or agency**

21.1. The Parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the Parties shall have, nor shall represent that they have, any authority to make any commitments on the other Party's behalf.

**22. Equitable relief**

22.1. The Supplier recognises that any breach or threatened breach of the Contract may cause NPL irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to NPL, the Supplier acknowledges and agrees that NPL is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

**23. Waiver**

23.1. No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

23.2. No single or partial exercise of any right, power or remedy provided by law or under the Contract by NPL shall prevent any future exercise of it or the exercise of any other right, power or remedy by NPL.

**24. Severability**

24.1. If any of these provisions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification and/or deletion as may be necessary to make it valid and enforceable. No such invalidity or unenforceability shall not affect the other provisions which shall remain in full force and effect.

**25. Force Majeure**

25.1. A Party shall not be liable if delayed in or prevented from performing its obligations under the Contract to the extent such performance is prevented by any circumstances beyond its reasonable control including but not limited to strikes, lock outs or labour disputes of any kind (whether relating to its own employees or others), fire, flood, explosion, natural catastrophe, military operations, terrorism, blockade, sabotage, revolution, riot, civil commotion, war or civil war, plant breakdown ("Force Majeure Event"), provided that it:

25.1.1. (i) promptly notifies the other of the Force Majeure Event and its expected duration; and

25.1.2. (ii) uses best endeavours to minimise the effects of that event.

25.2. If, due to Force Majeure Event, a Party:

25.2.1. (i) is or shall be unable to perform a material obligation; or

- 25.2.2. (ii) is delayed in or prevented from performing its obligations for a continuous period exceeding consecutive period of 60 days;

the other Party may, terminate the Contract on immediate notice without any liability to the other Party.

## **26. Compliance with Law**

- 26.1. The Supplier shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

## **27. Anti-Bribery**

- 27.1. Each Party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that all of that Party's personnel and others associated with that Party and the Party's subcontractors involved in performing the Contract so comply.
- 27.2. Neither Party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such 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 payments are not made or received directly or indirectly on its behalf.
- 27.3. Each Party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this Condition 27 (Anti-bribery).

## **28. Anti-slavery**

- 28.1. Each Party undertakes, warrants and represents that neither the Supplier nor any of its officers, employees, agents or subcontractors has:
- 28.1.1. committed an offence under the Modern Slavery Act 2015 (a "MSA Offence"); or
  - 28.1.2. been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
  - 28.1.3. is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- 28.2. it shall comply with the Modern Slavery Act 2015
- 28.3. it shall notify NPL immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of Supplier's obligations under Condition 28.1.

Any breach of Condition 28.1 by the Supplier shall be deemed a material breach of the Contract and shall entitle NPL to terminate the Contract.

## **29. Equal Opportunity and Diversity**

- 29.1. Each Party undertakes warrants and represents that it shall comply with all applicable legislation, including but not limited to the Equality Act 2010, the Human Rights Act 1998 in promoting equal opportunities in and outside the workplace. Each Party warrants that all its staff, students, suppliers and customers shall receive free from any form of discrimination, equal treatment regardless of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation.

## **30. Third party rights**

- 30.1. A person who is not a Party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

## **31. Law**

- 31.1. The Contract shall in all respects be construed as a contract made in England, subject to the laws of England and Wales and to the exclusive jurisdiction of the courts of England and Wales.