

STANDARD TERMS AND CONDITIONS

FOR

HAULAGE SERVICES

1. Definitions and Interpretation

1.1 In these Conditions, the following definitions apply:

Bribery Legislation: the Bribery Act 2010 and any and all similar anti-bribery and/or anti-corruption legislation of any jurisdiction applicable from time to time to the Supplier, the Customer, these Conditions and the Contract and/or its subject matter.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Change of Control: that a person who had Controlled any person ceases to do so or another person acquires Control of such person, unless such Change of Control happens for the purpose of a solvent voluntary reconstruction or amalgamation.

Code: the Customer's Code of Business Conduct as updated from time to time and which is available at www.hsholdings.co.uk.

Commencement Date: has the meaning set out in clause 2.2.

Compliance Regulations: together, the Bribery Legislation, the Code, the Customer's Modern Slavery Policy and the Modern Slavery Policy.

Conditions: these terms and conditions as amended from time to time in accordance with clause 16.8.

Consignee: the person to whom the Customer instructs the Supplier to deliver a Consignment in accordance with an Order.

Consignment: a consignment of goods for Delivery by the Supplier that are the subject of an Order.

Container: any pallet, packing case, container or other item used to carry the Consignment.

Contract: the contract between the Customer and the Supplier for the purchase of Services pursuant to an Order in accordance with these Conditions.

Control: that a person possesses, directly or indirectly, the power to direct or cause the direction of the affairs and policies of the other person (whether through ownership or share capital, possession of voting power, ability to appoint directors, contract or otherwise) and "**Controls**" and "**Controlled**" shall be interpreted accordingly.

Customer: Hill & Smith Ltd trading as Asset VRS. Registered Office: Westhaven House, Arleston Way, Shirley, Solihull, West Midlands, B90 4LH. Company Registration Number: 01270322.

Customer's Modern Slavery Policy: the Anti-Slavery and Human Trafficking Policy of the Customer and/or its parent or holding company, as updated by the Customer and notified to the Supplier from time to time (a copy of which will be made available to the Supplier on request).

Data Protection Laws: means any applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either party or the Services, including General Data Protection Regulation, Regulation (EU) 2016/679 and the Data Protection Act 2018.

Delivery: the transfer of physical possession of a Consignment to a Consignee.

Delivery Point: the location for Delivery of the Consignment specified in the Order or as advised by the Customer.

Employment Liabilities: any costs, claims, demands, fines, or expenses (including reasonable legal and other professional expenses) and all losses, damages, compensation and other liabilities including those incurred by or attributed to any New Supplier or sub-contractor of the Customer (which shall include any incurred as a result of an indemnity or warranty given, or to be given, by the Customer to a New Supplier or sub-contractor).

Modern Slavery Laws: the Modern Slavery Act 2015 and all other applicable laws which relate to slavery, indentured workforces and human trafficking.

Modern Slavery Policy: an internal policy to ensure compliance with the Modern Slavery Laws, which shall include provision of appropriate and regular training for any Supplier Related Party.

New Supplier: any person that provides services in replacement of any of the Services whether those services are the same as or similar to any or all of the Services.

Order: the Customer's order for the supply of Services, as set out in the Customer's purchase order form, or such other form as the Customer may determine from time to time.

Owner: the person who is entitled to possession of the goods forming the Consignment.

Premises: the site from which the Supplier shall collect the Consignment as detailed in the Order.

Services: the haulage services, including any services which are incidental or ancillary to such service, to be provided by the Supplier to the Customer under the Contract as set out in the Service Specification.

Service Specification: the description or specification for Services agreed in writing by the Customer and the Supplier.

Supplier: the person or firm from whom the Customer purchases the Services.

Supplier Related Party: the Supplier's officers, employees and agents and all other persons employed or engaged by the Supplier, including its own suppliers, in connection with the Contract or any part of it and/or any associate of such person.

Transfer Regulations: the Transfer of Undertakings (Protection of Employment) Regulations 2006.

1.2 In these Conditions, the following rules of interpretation apply:

- a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- b) a reference to a party includes its personal representatives, successors or permitted assigns;
- c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- d) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- e) a reference to **writing** or **written** does not include e-mail; and
- f) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders and words expressed in the singular shall include the plural and vice versa.

2. **Basis of Contract**

2.1 The Order constitutes an offer by the Customer to purchase Services from the Supplier in accordance with these Conditions.

2.2 The Order shall be deemed to be accepted on the earlier of:

- a) the Supplier issuing written acceptance of the Order; or
- b) any act by the Supplier consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 An Order may be withdrawn or amended by the Customer at any time before acceptance by the Supplier. If the Supplier is unable to accept an Order, it shall notify the Customer promptly.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate at any time including in accordance with clause 2.2 (a) above, or which are implied by trade, custom, practice or course of dealing including the Road Haulage Association Conditions of Carriage.

3. **Supply of Services**

3.1 The Supplier shall, from the Commencement Date and for the duration of the Contract, provide the Services to the Customer in accordance with the terms of the Contract.

3.2 In providing the Services, the Supplier warrants and undertakes that it shall:

- a) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
- b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
- d) ensure that the Services will conform with the Service Specification;
- e) provide all equipment, vehicles and such other items as are required to provide the Services;
- f) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws, statutes, regulations, bye-laws, licences and codes of practice;
- g) observe all health and safety rules and regulations and any other security requirements that apply at the Premises or Delivery Point and use best endeavours to cause minimum disruption to the Customer and the Consignee; and
- h) immediately advise the Customer with as much notice as possible if it becomes aware of any circumstances that may cause delay, disruption or failure to perform the Services and the Supplier shall use all reasonable endeavours to mitigate against such problems.

4. **Consignments**

4.1 The Supplier shall effect Delivery of each Consignment in accordance with the relevant Order. Time for delivery of the Consignment and performance of the Services shall be of the essence.

4.2 The Supplier shall:

- a) be responsible for loading the Consignment at the Premises and unloading the Consignment at the Delivery Point and the Consignment shall be at the Supplier's risk from the point of loading at the Premises to unloading at the Delivery Point;
- b) ensure that no third party shall be able to access the Consignment while in the custody or under the control of the Supplier;
- c) return any Containers owned by the Customer promptly to the Premises;
- d) ensure the traceability of the Consignment while under the control of the Supplier;
- e) do nothing to prejudice the Owner's title or rights to the Consignment; and
- f) carry the Consignment by an appropriate vehicle, ensuring that each Consignment is securely packed, stowed and labelled;

4.3 At any time before Delivery to a Consignee, the Customer may instruct the Supplier not to proceed with an intended Delivery to a named Consignee or to transfer Delivery of a Consignment to a different person from the named Consignee or its agent.

4.4 If the Consignee, or any appointed agent, fails to take Delivery at the Delivery Point, then the Supplier shall seek further instructions from the Customer and comply with those instructions.

4.5 Delivery shall be completed on the completion of unloading of the Consignment at the Delivery Point and obtaining a signed receipt from the Consignee. The signed receipt shall be forwarded promptly to the Customer.

5. **Compliance**

5.1 In the performance of all of its obligations under these Conditions and the Contract the Supplier shall comply with this clause 5 at all times.

5.2 Each Party agrees to comply fully, at its own expense, with all applicable laws and regulations of the United Kingdom and any other applicable local law or regulation, including Data Protection Laws, restrictions, national security controls, anti-slavery and human trafficking legislation and anti-corruption legislation.

5.3 The Supplier represents, warrants and undertakes to the Customer that:

- a) in relation to these Conditions and the Contract and/or its subject matter or otherwise, neither the Supplier nor any of its employees, sub-contractors or agents or others performing services on behalf of the Supplier has done (or agreed to do) or will do (or agree to do) anything which constitutes a breach by the Supplier or Customer of the Compliance Regulations;
- b) the Supplier has in place, and will at all times during the term of the Contract continue to have in place, a Modern Slavery Policy and adequate procedures designed to prevent any person associated with the Supplier from committing an offence under the Compliance Regulations and will at all times during the term of the Contract comply, with the most recent guidance issued from time to time by any applicable government department or regulatory body in relation to the Compliance Regulations;

- c) the Supplier is not aware of any circumstances within its supply chain or involving any Supplier Related Party that could give rise to an investigation relating to an alleged breach of, or prosecution under, the Compliance Regulations;
- d) the Supplier shall comply with the Compliance Regulations in connection with the Contract or its relationship with the Customer or any companies within the Hill & Smith Holdings plc group of companies, and the Customer's business and shall immediately notify the Customer if it discovers or suspects that any of its officers, directors, employees or representatives are acting or have acted in a way which violates such Compliance Regulations and take such remedial action as the Customer shall reasonably direct;
- e) the Supplier shall maintain such records relating to any Contract and/or in relation to these Conditions as to enable the Customer to determine the Supplier's compliance with the Compliance Regulations in accordance with clause 5.6;
- f) the Supplier will sign an Anti-Corruption Certification substantially in the format set out in Schedule 1, as amended from time to time by the Customer, at least once in every 12 month period of the Contract;
- g) the Supplier will promptly co-operate (and will procure that each of its employees, agents, sub-contractors and any others performing services on its behalf in relation to the contract and/or its subject matter will co-operate) with the Customer and/or any regulator and/or prosecutor in any investigation relating to any breach, or alleged breach, of any Compliance Regulation by the Supplier or any of its employees, agents, sub-contractors or others performing services on its behalf; and
- h) neither the Supplier nor any of its shareholders, subsidiaries or affiliates nor any of its or their directors, officers, agents or employees has been subject to any investigation by any government agency with regard to any breach of the Compliance Regulations.

5.4 The Supplier will throughout the term of the Contract comply with, monitor and enforce the obligations referred to in clause 5.3 above.

5.5 Without prejudice to clause 16.1(b), the Supplier shall ensure that any contract it enters into with a Supplier Related Party contains substantially the same provisions as those provisions in the Contract and/or the Conditions, including an obligation to comply with the Modern Slavery Laws and the Modern Slavery Policy, and an ability for the Supplier to audit any Supplier Related Party to ensure compliance with the Modern Slavery Policy, the Customer's Modern Slavery Policy and the Modern Slavery Laws.

5.6 The Supplier shall carry out an annual audit to monitor its compliance with the Compliance Regulations and provide a copy of the audit report to the Customer which shall include details of the steps taken by the Supplier to ensure compliance with the Compliance Regulations. The Supplier shall also provide a copy of its latest annual transparency statement (as required by section 54 of the Modern Slavery Act 2015) to the Customer promptly after it is published.

5.7 The Supplier agrees that it must be able to demonstrate its compliance with the requirements referred to in this clause 5 at the request of and to the satisfaction of the Customer which includes, but is not limited to, the Customer having the right to inspect (at the Customer's cost and upon reasonable notice) any site, records and files of the Supplier relating to the Contract (or any other business transaction with the Customer or any member of the Hill & Smith Holdings PLC group of companies).

5.8 The Supplier shall, at its own cost, perform any appropriate remediation actions required by the Customer or any regulator to address any issues or failures whether identified by an audit carried out pursuant to clauses 5.6 or 5.7 or otherwise, and within such timescales as are agreed with the Customer.

5.9 If the Supplier fails to comply with this clause 5, the Customer shall be entitled, in its sole discretion, to terminate the Contract and any other contracts between the Supplier and Customer

without penalty to the Customer but with obligations for the Supplier to remedy any damages suffered by the Customer as a result of such termination or breach of Contract. Any termination pursuant to this clause 5.9 will be without prejudice to any right and/or remedy, that has already accrued, or may subsequently accrue, to the Customer.

- 5.10 In addition to all other remedies available to the Customer, the Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including any indirect, special or consequential losses or damages, and any direct or indirect loss of profit, loss of revenue, loss of business, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with the Supplier's breach of any of the provisions of this clause 5.
- 5.11 For the avoidance of doubt, this clause 5 shall survive termination or expiry of the Contract, howsoever arising.

6. **Customer Remedies**

- 6.1 If the Supplier fails to perform the Services in accordance with the Order, the Customer shall, without limiting its other rights or remedies, have one or more of the following rights:
- a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - b) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make without any liability of the Customer to the Supplier;
 - c) to recover from the Supplier any costs incurred by the Customer in obtaining substitute services from a third party;
 - d) where the Customer has paid in advance for Services that have not been provided by the Supplier to have such sums refunded by the Supplier; and
 - e) to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.

6.2 The Customer's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

7. **Customer's Obligations**

- 7.1 The Customer shall:
- a) provide the Supplier with reasonable access at reasonable times to the Premises for the purpose of providing the Services in accordance with the Contract; and
 - b) provide such information as the Supplier may reasonably request for the provision of the Services and the Customer considers reasonably necessary for the purpose of providing the Services in accordance with the Contract.

8. **Charges and Payment**

- 8.1 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the charges for the Services shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 8.2 The Supplier shall invoice the Customer on completion of performance of the Services. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

- 8.3 In consideration of the supply of Services by the Supplier, the Customer shall pay the invoiced amounts within thirty (30) days of the end of the month in which a correctly rendered invoice is provided by the Supplier to the Customer. Time of payment is not of the essence.
- 8.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 8.5 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2% above the base rate of the Bank of England. Such interest shall accrue on a daily basis from the due date until the date of 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 that the defaulting party disputes in good faith.
- 8.6 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.
- 8.7 The Supplier agrees that:
- a) if at any time the Supplier sells any Services to a comparable customer for less than the fees then in force for the Services, the Supplier shall reduce the relevant fees to match the lower price for so long as the lower price is available and refund to the Customer the difference between the fees and the lower price in respect of the Customer's purchases of the Services after the Supplier began charging the lower price. For these purposes, "comparable" means a customer that purchases services in substantially similar volumes as the Customer on broadly similar terms and conditions; and
 - b) the Customer shall be entitled to any discount for prompt payment that the Supplier customarily grants.
- 8.8 The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract or otherwise.
- 8.9 The Supplier acknowledges that the Customer (or Consignee) is the Owner of the Consignment and the Supplier shall not have a general or particular lien on any Consignment in its possession as security for payment of any sums claimed by the Supplier from the Customer.

9. **Indemnity**

- 9.1 The Supplier shall keep the Customer indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any indirect, special or consequential losses and any direct or indirect loss of profit, loss of revenue, loss of business, loss of anticipated savings, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered incurred by the Customer as a result of or in connection with:
- a) any claim made against the Customer by the Consignee or a third party arising out of or in connection with the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors;

- b) all loss, damage and delay to the Consignment while such Consignment is in the custody or control of the Supplier including in relation to a no fault transit incident involving a third party vehicle; and
- c) any breach of clause 5.

9.2 This clause 9 shall survive termination of the Contract.

10. Insurance

During the term of the Contract and for a period of six (6) years thereafter, the Supplier shall maintain in force, with a reputable insurance company:

- (a) public liability insurance to cover the liabilities that may arise under or in connection with the Contract each in the amount which is the higher of:
 - (i) the insurance amount(s) specified in the Contract; or
 - (ii) cover in the amount of £1,000,000 (One Million Pounds) per event and £3,000,000 (Three Million Pounds) in aggregate.
- (b) all risks goods in transit cover for the full replacement value of the Consignment.

and shall, at the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each of the requisite insurances.

11. Confidentiality

11.1 A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

11.2 This clause 11 shall survive termination of the Contract.

12. Termination

12.1 Without limiting its other rights or remedies, the Customer may terminate the Contract in whole or in part by giving the Supplier one (1) months' written notice.

12.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract by giving the Customer three (3) months' written notice.

12.3 Without limiting its other rights or remedies, the Customer may terminate the Contract in whole or in part with immediate effect by giving written notice to the Supplier if:

- a) the Supplier commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of receipt of notice in writing to do so. For the avoidance of doubt a breach of clause 0 of these Conditions shall constitute a material breach for the purposes of this clause;

- b) the Supplier repeatedly or persistently breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
- c) the Supplier 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 or (being an individual) is deemed either unable to pay its debts or has having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- d) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- f) the Supplier (being an individual) is the subject of a bankruptcy petition or order;
- g) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;
- h) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company);
- i) the holder of a floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
- j) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- k) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.3(c) to clause 12.3(j)(inclusive);
- l) the Supplier suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business;
- m) the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
- n) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation; or
- o) the Supplier undergoes a Change of Control.

12.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued prior to and as at the date of termination.

12.5 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

13. **Consequences of Termination**

On termination of the Contract for any reason, the Supplier shall immediately deliver to the Customer all Consignments which the Supplier has in its possession. Where the Supplier fails to deliver all Consignments to the Customer, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose.

14. **Transfer Regulations**

14.1 It is the parties' intention that neither the commencement nor the termination of the Contract or of any of the Services will give rise to a relevant transfer pursuant to the Transfer Regulations.

14.2 In addition to any other remedy available to the Customer, the Supplier shall indemnify, defend and hold harmless the Customer, the Customer's group companies and any New Supplier and their respective directors, officers and employees in full and on demand (with no duty to mitigate their loss), from and against any and all Employment Liabilities howsoever arising whether wholly or in part arising directly or indirectly or foreseeable or not, which are or which may be incurred, suffered or paid by the Customer, any of the Customer's group companies or any New Supplier in relation to any individual who claims that their employment or liabilities in connection with their employment transfer to the Customer, any of the Customer's group companies or a New Supplier under the Transfer Regulations, including any Employment Liabilities relating to the termination of employment of any such individual.

15. **Force Majeure**

15.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from events, circumstances or causes beyond its reasonable control including but not limited to, Acts of God, flood, drought, earthquake or other natural disaster; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations; nuclear, chemical, biological contamination or sonic boom, epidemic or pandemic; any law or any action taken by a Government or a public authority including without limitation imposing an export or import restriction, quota or prohibition, and the collapse of buildings, fire, explosion or accident ("**Force Majeure Event**").

15.2 The Supplier shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

15.3 If a Force Majeure Event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than thirty (30) days, the Customer may terminate the Contract immediately by giving written notice to the Supplier.

16. **General**

16.1 **Assignment and Other Dealings**

a) The Customer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

b) The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Customer.

16.2 **Notices**

a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause,

and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service or commercial courier.

- b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.2(a); if sent by pre-paid first class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting; or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

16.3 **Severance**

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

16.4 **Waiver**

A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.5 **No Partnership or Agency**

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

16.6 **No Relationship of Employer and Employee**

Nothing in the Contract is intended to, or shall be deemed to, establish any relationship of employer and employee between the parties.

16.7 **Third Parties**

- a) Subject to clause 16.7(b), a person who is not a party to the Contract shall not have any rights to enforce its terms as though it were a party to it and the provisions of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded to the fullest extent permitted by law.
- b) The Customer and any member of its group may enforce the provisions of the Contract subject to and in accordance with clause 16.7(c).
- c) The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any person that is not a party to the Contract.

16.8 **Variation**

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by both parties.

16.9 **Governing Law**

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (whether contractual or non-contractual in nature, such as claims in tort, from breach of statute or regulation or otherwise), shall be governed by, and construed in accordance with the law of England.

16.10 **Jurisdiction**

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or these Conditions or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

ANNUAL COMPLIANCE CERTIFICATION

Supplier Annual Certification of Compliance with Hill & Smith Holdings PLC Code of Business Conduct, as updated by the Customer from time to time (together, the "Code")

The following certification should be signed off annually to ensure that you remain compliant with the Code.

I..... hereby certify that:

I will fulfil all of the requirements of clause 5 of the Conditions of the Contract.

I have reviewed, understand and will comply with the Code, which I have reviewed on the Hill and Smith Holdings PLC website.

I understand the prohibitions in the Code against:

- corruptly making, offering to make, agreeing to make, or authorizing any payment, loan, donation or gift of money or anything else of value, directly or indirectly, on behalf of the Customer or any Customer affiliate to or for the benefit of any "Public Official," which includes: (i) any officer or employee, whether paid or unpaid, of a government, or any department or agency thereof; a state-owned or controlled enterprise; or a public international organization; (ii) members of royal families; (iii) any political party or party official or candidate for public or political party office; or (iv) any person acting in an official capacity on behalf of any of the foregoing, whether paid or unpaid;
- maintaining a supply chain or any part of the Supplier's business that practices slavery and/or human trafficking.

I am not aware of any violations of the Code.

I confirm that the information I have provided to the Customer in respect of any and all anti-bribery and corruption and modern slavery matters, updates, policies, any questions the Customer has asked and any matters related to the Code remains true and accurate to the best of my knowledge and belief.

I confirm that I will immediately advise the Customer of any suspected or actual violation of the Code or any matters which could constitute breaches or violations of any laws and regulations to which I am subject in the performance of my obligations under this Contract, of which I become aware at any time.

Name:

Title:

Signature:

Date: