

CRAIG & ROSE LIMITED STANDARD CONDITIONS OF PURCHASE

1. DEFINITIONS

1.1 “Applicable Consumer Law” means all Laws applicable to the Buyer and its sale of Goods and/or Services to consumers in the United Kingdom (including, but not limited to, the Consumer Rights Act 2015).

1.2 “Buyer” means Craig & Rose Limited a company incorporated in the United Kingdom under number 09968464 with the registered address of 20-22 Bedford Row, London, WC1R 4JS or such other related entity of Craig & Rose Limited which is specified on the Purchase Order issued to you in relation to the Goods purchased under this Contract).

1.3 “Confidential Information” means any information relating to the Buyer's business or affairs and includes, without limitation, any:

- (a) trade secrets, know-how, scientific and technical information;
- (b) product, customer, marketing or pricing information;
- (c) information in relation to these conditions; and
- (d) any other information which the Buyer notifies the Seller is confidential, which the Buyer has disclosed (or will disclose) to the Seller;

1.4 “Defect” means a defect, flaw or imperfection in the Goods which limits the performance of the Goods, results in the Goods not complying with any specifications advised by the Buyer or provided by the Seller, prevents the Goods from being used for the purposes intended under these conditions or a Purchase Order or which makes the use of the Goods unsafe (and “Defective” has a corresponding meaning).

1.5 “Documents” mean any specifications, commodity codes, plans, drawings, process information, patterns or designs.

1.6 “Goods” means all goods, or products covered by a Purchase Order, including raw materials, processed materials or fabricated products.

1.7 “Insolvent” means in respect of a party, that party:

- (a) being a natural person, the person becomes bankrupt; or
- (b) being a corporation, takes or has taken against it any action for the winding up of the corporation or the placing of the corporation under external

administration or has an administrator or controller appointed over any of its assets.

1.8 “Law” means any legislation, regulation, by-law, order, award, direction and practice or guidance note of any government agency, certificate, licence, consent, permit, approval, qualification, registration, standard and requirement, or any other law from which legal rights and obligations arise.

1.9 “Purchase Order” means the Buyer’s official purchase order form to which these conditions apply, and includes purchase orders, whether delivered by hand, mail or facsimile, and purchase orders issued by means of electronic data transfer or otherwise.

1.10 “Services” means all services covered by a Purchase Order, including services incidental to the provision of Goods.

1.11 “Seller” means the person, firm, partnership, company or other legal entity to whom the Purchase Order is issued and includes the Seller’s servants, agents, officers, directors, subcontractors and employees.

2. ENTIRE AGREEMENT

2.1 Clauses 2.2 and 2.4 are subject to any non-excludable rights under the Applicable Consumer Law.

2.2 These conditions, and any Purchase Order which may apply, represent the entire agreement between the parties and supersede all terms and conditions previously issued by either party, subsequently issued by the Seller or otherwise agreed by either party.

2.3 The Seller will, by accepting a Purchase Order, be bound by that Purchase Order and these conditions.

2.4 These conditions and the Purchase Order (including any conditions set out in the Purchase Order) will apply to the exclusion of all other terms and conditions, whether contained in the Seller’s invoice or conditions of sale or otherwise, unless otherwise directed by the Buyer in writing.

2.5 Where the Seller is certified to ISO9001 or ISO9002, Purchase Orders must be fulfilled in accordance with the terms of that certification.

2.6 If there is an inconsistency between these conditions and a Purchase Order, the terms in the Purchase Order will take priority.

3. RESPONSIBILITY FOR PURCHASE

3.1 The Buyer will not be responsible for any order unless it is issued on a Purchase Order.

3.2 The number appearing on the Purchase Order must be quoted on all invoices, delivery dockets and parcels by the Seller.

3.3 The Buyer makes no representations that it will engage the Seller to supply a minimum volume of Goods.

3.4 The Buyer is not obliged to accept or pay for any Goods or Services in excess of those specified in the Purchase Order.

3.5 The Buyer reserves the right to acquire similar goods or services to the Goods or Services from any other source.

4. VARIATION

4.1 No variation of a Purchase Order by the Seller will be effective unless approved in writing by the Buyer and issued as a revision of the Purchase Order, or otherwise recorded in writing by the Buyer.

5. SELLER'S WARRANTIES

5.1 The Seller warrants that any Goods provided: (a) conform with the description and performance criteria provided by the Seller; (b) conform with any applicable specifications agreed by the Buyer and the Seller; (c) are of acceptable quality and condition and are fit for the purpose for which they are sold and any other purpose which the Buyer made known to the Seller before issuing a Purchase Order for the Goods; (d) are free from Defects in material, workmanship and design; (e) are new (unless otherwise specified); (f) are free from all security interests, liens and encumbrances and the Seller has full title and ownership to sell such Goods; (g) comply with any samples provided by the Seller to the Buyer, including any previous deliveries; (h) comply with all relevant Laws and industry standards; (i) comply with the relevant Purchase Order; (j) do not breach any third party rights, including intellectual property rights, of any other party; and (k) are safe and are properly and safely packed and labeled.

5.2 If Services are provided, the Seller warrants that those Services are provided: (a) with due care and skill using that standard of diligence that would reasonably be expected from a prudent, expert and experienced provider of such Services; and (b) using appropriately qualified and trained personnel.

5.3 These warranties are in addition to any other warranties or guarantees implied or provided by Law (including Applicable Consumer Law), or any policies or procedures of the Buyer as notified to the Seller from time to time.

5.4 The Seller must pass on to the Buyer any manufacturers' warranty where Goods are manufactured by a third party.

5.5 The Seller acknowledges that the Buyer has entered into these conditions in reliance on the warranties given by the Seller.

6. LIABILITY

6.1 The Seller is liable for, and hereby indemnifies the Buyer against, any loss, damage, expense, claim or liability of any kind suffered or incurred by the Buyer to the Goods or Services, these conditions or a Purchase Order, except to the extent the loss or damage is caused by the Buyer.

6.2 The Seller acknowledges that it is not necessary for the Buyer to incur an expense or make a payment before enforcing any right of indemnity conferred by these conditions or to mitigate its loss.

7. DEFECTS

7.1 In addition to clause 6.1 and subject to applicable Law, at the Seller's expense, the Seller must repair, replace or pay the cost of repairing or replacing, at the Buyer's option, all Goods which are or become Defective or that are found to be non-compliant with a Purchase Order or these conditions, within 30 days of notification of such a Defect from the Buyer. Such repairs or replacements will be subject to these conditions. The Seller must re-perform, at the Buyer's option, all Services which do not comply with clause 5.2 within 30 days of notification of such non-compliance from the Buyer. The Buyer may arrange for the performance of the above actions at the Seller's cost if these conditions are not complied with within a reasonable period of time, and can set-off any costs incurred against amounts payable to the Seller under these conditions or a Purchase Order.

7.2 The Seller must reimburse the Buyer for any costs incurred by the Buyer in connection with clause 7.1 that the Buyer may suffer.

8. DELIVERY/PERFORMANCE

8.1 The Seller must deliver the Goods on the date and place of delivery specified in the Purchase Order and the Seller must perform the Services as specified in the Purchase Order unless otherwise agreed between the Buyer and the Seller.

8.2 Time is of the essence in relation to the obligations of the Seller. If any Goods are not

delivered or Services performed within the time specified in the Purchase Order, the Buyer may either: (a) refuse to accept such Goods or Services and terminate the Purchase Order; or (b) cause the Seller to deliver the Goods or perform the Services by the most expeditious means, in which case any additional delivery or other charges in excess of those which would apply for the usual means must be borne by the Seller.

8.3 If any Goods are not delivered to the place specified in the Purchase Order or otherwise agreed between the Buyer and the Seller, the Seller will be responsible for any additional expense incurred in delivering them to their correct destination.

8.4 The Seller must notify the Buyer as soon as it becomes aware of any anticipated delay or failure in the supply of the Goods or Services.

9. TITLE AND RISK

9.1 Title to and risk of loss in the Goods will pass to the Buyer upon delivery to the Buyer in accordance with clause 8 but without prejudice to any right of rejection or other rights which may accrue to the Buyer hereunder.

9.2 The Seller acknowledges that the sale of the Goods or provision of Services to the Buyer is in the Seller's ordinary course of business.

10. INSPECTION

10.1 The Seller acknowledges that the Buyer is not required to conduct any inspection or testing of the Goods prior to use and the Seller waives any right to require the Buyer to conduct an inspection of the Goods on or after delivery.

10.2 Subject to clause 10.1, the Seller agrees that in addition to any other rights of the Buyer under these conditions and at Law, the Buyer or its agents, officers, directors, subcontractors and employees may elect at any time to inspect all Services performed by the Seller pursuant to a Purchase Order (including any Goods) while in any stage of engineering, manufacture or installation. The Seller irrevocably licenses the Buyer to enter its premises to exercise its rights under this clause 10.2 and indemnifies the Buyer from and against all loss suffered or incurred by the Buyer, however caused, as a result of exercising its rights under this clause 10.2. The Seller must make this a condition of any subcontracted work.

10.3 In addition to the Buyer's rights set out in clause 10.2, prior to dispatch, the Buyer and its agents, officers, directors, subcontractors, contractors and employees may reject any Services performed or being performed or any Goods that do not conform to a Purchase Order or these

conditions, whereupon the Services or Goods rejected must be re-performed by the Seller at no additional cost to the Buyer. Any inspection pursuant to clause 10.2 and any rejection pursuant to clause 10.2 will not relieve the Seller of its obligations under a Purchase Order, these conditions, or at Law, and will be in addition to the Buyer's right to seek payment from the Seller for any amounts that the Buyer incurs as a result of any delay caused by such non-conformance.

11. PRICE

11.1 Unless otherwise agreed in writing by the Buyer, the purchase price of the Goods or Services in respect of a Purchase Order will be fixed at the price specified in the relevant Purchase Order at the time that the Purchase Order is issued by the Buyer to the Seller.

11.2 Where the Buyer has received a fixed price for particular Goods or Services in the past, the Seller must not increase the price in any subsequent Purchase Orders unless the Seller provides the Buyer with prior written notice of such price increase including justification for the increase. Such notice must be provided at least 30 days prior to a Purchase Order being issued by the Buyer, otherwise the previous fixed price will apply to the Goods subject to that Purchase Order.

11.3 The purchase price specified in the Purchase Order will be subject to DDP (Delivery Duty Paid) (Incoterms 2000) unless otherwise agreed by the Buyer and recorded on the Purchase Order. The Seller is liable for all charges, including, without limitation, duty, taxes, freight, packaging, insurance and delivery in relation to the Goods. No additional amount will be payable by the Buyer.

12. TERMS OF PAYMENT

12.1 The Supplier must provide the Buyer with an invoice on or within 14 days after delivery of the Goods or performance of the Services.

12.2 The terms of payment, unless otherwise stated on the Purchase Order, are 62 days from the completion of the month of invoice. The Buyer reserves the right to set-off any amount owing under any Purchase Order against any amount due from the Seller to the Buyer for any reason whatsoever.

12.3 If there is a dispute about an invoiced amount, the Buyer may withhold the disputed portion of the invoice until the dispute is resolved.

12.4 If requested by the Buyer, at the time of submitting an invoice to the Buyer under clause 12.1 the Seller must certify to the Buyer that:

(a) it has paid all wages and allowances owing to any of its subcontractors, contractors and employees in respect of the Goods invoiced;

(b) it has paid all amounts due to any person, including any relevant government taxes, levies or charges in respect of the Goods invoiced which it has subcontracted under these conditions; and

(c) it has paid all applicable superannuation components payable.

12.5 The Buyer may require that any certification provided by the Seller under clause 12.4 is confirmed by a statutory declaration to the same effect by a person authorised to make such a declaration prior to the making of any payment to the Seller under these conditions. If the Buyer reasonably believes that the Seller has failed to make the payments required under clause 12.4, the Buyer may deduct such amounts owing from any payments due to the Seller under any Purchase Order.

12.6 The Seller agrees that it may not make any invoice related claim against the Buyer unless full details of the claim have been provided in writing to the Buyer by the Seller within 90 days of the debt the subject of the invoice related claim becoming due. In the event that the Seller does not make a claim against the Buyer for any specific invoice, as set out in this clause 12.6, the Seller acknowledges and agrees that the Seller waives its right to claim the debt associated with that invoice from the Buyer.

13. SUB-CONTRACTING AND ASSIGNMENT

13.1 The Seller must not assign its rights under these conditions or sub-contract any work to be performed pursuant to a Purchase Order without the prior written consent of the Buyer.

13.2 Where the Buyer consents to a subcontracting arrangement, the Seller is liable to the Buyer for any act or omission, default or negligence of any subcontractor or any employee or agent of the subcontractor as if it were the act, omission, default or negligence of the Seller.

13.3 The Buyer's consent to the Seller subcontracting any work to be performed pursuant to a Purchase Order will not relieve the Seller of its responsibility for the whole of the work to be performed pursuant to the Purchase Order or of any obligations contained in the Purchase Order or at Law.

13.4 Where the Buyer has consented to a sub-contracting arrangement, copies of each sub-order must be sent by the Seller to the Buyer immediately after they are issued and the Buyer reserves the right to inspect all sub-contracted work at any time.

14. PACKAGING, STORAGE AND HAZARDOUS GOODS

14.1 The Goods must be properly packed to avoid being damaged during delivery or loading and unloading. All packages must be clearly marked with the Purchase Order number and the location of delivery.

14.2 The Seller must comply with all applicable Laws, regulations and other relevant requirements relating to the transport, packaging, storage, handling and use of the Goods including ensuring that all plastic packaging provided by the Seller to the Buyer pursuant to these terms display the appropriate plastics identifier code for identification and recycling purposes.

14.3 All Goods which are hazardous chemicals in accordance with the Globally Harmonised System of Classification and Labelling Chemicals ("GHS") or dangerous goods must be marked by the Seller with international hazard pictograms or danger symbol(s) and display the name of the material in English. Delivery and other documents must include disclosures of the hazard(s) and name of the material in English. Goods must be accompanied by emergency material in English in the form of written instructions, labels or markings and Safety Data Sheets ("SDS") in accordance with GHS requirements.

14.4 All information held by or available to the Seller regarding any potential risks or hazards known or believed to exist where the Goods are transported, packaged, stored, handled or used must be immediately communicated to the Buyer in English, and in any event communicated before the Goods are delivered.

14.5 The Seller must pack the Goods safely and in accordance with any packaging requirements or specifications that the Buyer approves.

14.6 Where required by the Buyer or at Law, the Seller must provide all necessary Certificates of Conformance, Certificates of Analysis and Test Certificates or other documents together with the Goods delivered pursuant to the Purchase Order.

15. INSURANCE

15.1 The Seller must maintain, at its cost, adequate insurance including, without limitation, public liability, professional indemnity (where applicable), workers compensation (including common law

liability), automotive and all other means of transportation/freight liability insurance and product damage insurance upon such terms and for such amounts as a reasonable manufacturer/supplier in the position of the Seller would have (or as otherwise directed by the Buyer).

15.2 The Seller must provide to the Buyer, upon reasonable request, evidence of the currency of the insurance policies it is required to maintain under this clause 15.

15.3 Without prejudice to any other rights it may have under these conditions, if the Seller fails to comply with this clause, the Buyer may: (a) refuse to make payments owed to the Seller under these conditions or a Purchase Order until the Seller takes out adequate insurance policies as required by this clause 15; or (b) take out and maintain any policies of insurance required by this clause 15 and, at its option, set off payment of any invoice against the expenses incurred in taking out such policies of insurance on behalf of the Seller or recover the expenses as a debt payable by the Seller on demand.

15.4 The Seller must ensure that any subcontractor engaged by the Seller effects and maintains the insurances in accordance with this clause 15 and must ensure that its subcontractors comply with all relevant Laws concerning insurance cover for liabilities in relation to employees and subcontractors.

16. BUYER'S RIGHTS IN SPECIFICATIONS, PLANS, PROCESS INFORMATION, ETC

16.1 Any Documents supplied by the Buyer to the Seller in connection with a Purchase Order or these conditions, including any intellectual property rights in the same, will remain the property of the Buyer.

16.2 The Seller must keep any confidential information of the Buyer, including any Documents and any information otherwise communicated to the Seller in connection with a Purchase Order or these conditions, confidential and must not, without the written consent of the Buyer, disclose such information to any third party, or make use of such information except for the purpose of implementing a Purchase Order.

16.3 Any Documents supplied by the Buyer to the Seller must be returned to the Buyer immediately upon request by the Buyer. Any invention, improvement or modification made by the Seller which relates to or is connected with such Documents (including any intellectual property rights in the same) will be the property of the Buyer.

16.4 The Seller grants, or must procure the granting to the Buyer of, a perpetual, irrevocable, non-exclusive, royalty-free transferable licence to use any intellectual property rights owned or used by the Seller for the purposes of the Goods or Services, such that the Buyer can enjoy the benefits of such Goods or Services.

17. ENTRY ON THE BUYER'S SITE

17.1 Should a Purchase Order require the Seller to deliver Goods or otherwise carry out any Services on a site of the Buyer, the Seller must, and procure that all of its employees, agents, officers, contractors and subcontractors, comply with the conditions of the Purchase Order, any conditions imposed by Law, all safety, health and environment policies and site rules (including in relation to the wearing of personal protective equipment) which are notified by the Buyer to the Seller from time to time, and otherwise obey all instructions of the Buyer.

17.2 The Seller must not, in delivering the Goods or performing the Services, disrupt any activities at the Buyer's site.

18. APPLICABLE LAW

These conditions and any Purchase Order will be governed by, subject to and construed in accordance with the Laws of England and Wales. The parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

19. GOODS & SERVICES TAX

19.1 Where value added tax ('VAT') applies to any supply made under these conditions or a Purchase Order, the supplying party may recover from the receiving party an additional amount on account of VAT to the extent to which VAT is not already included in the price.

19.2 If an amount in respect of VAT is included in the total amount payable by the receiving party, the supplying party will, at the time of making the supply, or any other time as agreed, issue to the receiving party a 'tax invoice' in the form prescribed by any relevant Law or regulation.

19.3 Where, in conjunction with the introduction of a VAT or any subsequent change to VAT, there is a reduction in or abolition of any then-existing taxes, fees, withholdings, imposts, levies, duties or other charges of any nature whatsoever, other than income tax payable by the Seller ('Taxes'), the consideration (excluding any VAT) payable by the receiving party for a supply will be reduced by the same proportion as the actual total supply costs of the supplying party are reduced as a consequence of that reduction or abolition of those Taxes.

19.4 If there is any amendment to the Law or any other change in circumstances which affects or may affect the calculation of VAT on a supply contemplated by this contract or the amount of VAT paid or payable by the supplying party in respect of any supply made under this contract, the amount recoverable by the supplying party on account of the VAT will be adjusted accordingly.

20. QUANTITY REQUIREMENTS

20.1 The Buyer may provide to the Seller upon request a forecast of its requirements based on current sales forecasts of Goods that the Buyer classifies as standard stock items, but not including made to order products. Any forecast provided by the Buyer under this clause is a good faith estimate only and will not be binding on the Buyer.

20.2 The Seller must hold specifically for the Buyer a sufficient minimum stock level of Goods to meet such forecasts and also to provide for unforeseen demand and shipment delays. For imported Goods, stock levels equivalent to the next 3 months forecast requirements will be regarded as sufficient cover unless otherwise agreed and noted on the Purchase Order.

20.3 The Buyer will endeavour to advise the Seller of substantial changes in its requirements for Goods. The Seller is required to monitor monthly take-up of Goods by the Buyer and review with the Buyer any abnormal demand patterns for possible corrective action.

20.4 The Seller must advise the Buyer when the actual stockholding falls below any minimum level agreed to be provided by the Seller, or the level necessary to maintain continuous supply to the Buyer at a rate similar to that in preceding months.

21. QUALITY REQUIREMENTS

21.1 The Seller is responsible for the Goods and must ensure that the Goods comply with these conditions and any Purchase Order. The Seller must maintain effective control of the quality of the Goods, provide appropriate test facilities, perform all examinations and tests to demonstrate compliance with the Buyer's specification requirements, a Purchase Order and these conditions, keep appropriate records and only supply Goods that conform to these requirements. If at any time changes occur to the Seller's, or any of its subcontractors', process or plant the Buyer must be promptly informed.

21.2 Where required on a Purchase Order, or as otherwise advised by the Buyer, the Seller must provide test reports or certificates of analysis, preferably endorsed by National Association Testing Authorities or an international equivalent

body, for each batch / lot of Goods showing the Seller's and/or third party manufacturer's names, the Goods' name and grade designation, batch/lot numbers, agreed specification reference, specification limits, test results, details required by the Buyers approved concession if any and an authorising signature and date.

21.3 Individual packages (units, drums, bags, etc) must be clearly marked with the Seller's or the third party manufacturer's name, Goods' name and grade, batch / lot number and quantity (volume or weight). The external wrapping and a representative number of individual packages must also be marked with the Buyer's material (key) number, and any details required by a Buyer approved concession. The external wrapping of Goods delivered to the Buyer's site must bear a label with the Good barcode. Goods are to be supplied to within 1% tolerance of the stated volume or weight set out on a Purchase Order. Goods which are not supplied within this tolerance level will be treated as non-conforming Goods in accordance with clause 7 of these conditions.

21.4 The Seller must supply the Goods in accordance with the Buyer's requirements and specifications, and no changes to specifications or component parts are permitted without prior written approval from the Buyer.

21.5 The Seller must implement a procedure, to the satisfaction of Buyer, for the traceability of its Goods by the allocation of recorded batch / lot numbers. Where possible, all Goods in the one delivery are to be supplied from one batch or lot. Where this is not possible, the Seller must state 'Mixed Batches' on the delivery documentation, unless otherwise agreed by the Buyer.

21.6 In addition to the Buyer's rights under clause 10, the Seller must also provide reasonable access to the Seller's or its subcontractors' premises to enable the Buyer to conduct audits to evaluate quality systems, products, or compliance with statutory or Buyer and Seller agreed requirements.

21.7 Upon request by the Buyer, the Seller must submit samples of packaged Goods for testing by the Buyer and/or supply inspection and test results to the Buyer.

21.8 Wherever possible, the quantity of Goods packed must be determined by weight analysis and not by volume analysis. The Buyer must specify the weight per litre for each batch (where applicable) in the Purchase Order. Weighing plans must be by agreement with the Buyer.

21.9 A fill volume audit must be performed by the Seller by checking the weight / volume of the

Goods. The average weight / volume of the samples must be greater than the stated weight / volume. Records must be kept of this audit.

22. SAFETY, HEALTH & ENVIRONMENT REQUIREMENTS

22.1 The Seller must ensure that the Goods or Services are sourced, manufactured and supplied safely and without risks to the health of any person. The Seller shall be solely responsible for any liability howsoever arising in connection with any failure to protect the safety of those people affected by its operations and the environment

22.2 The Seller must take all reasonably practicable steps to assist the Buyer in meeting its obligations under any applicable Laws (including occupational health and safety related Laws) associated with the Goods.

22.3 The Seller must ensure that prior to the provision of Services, it undertakes an assessment of the risks associated with the provision of the Services and identifies and implements appropriate measures to control all such risks. Details of the risk assessment and evidence of implementation of adequate risk control measures must be provided to the Buyer upon any reasonable request.

22.4 The Seller comply with applicable Laws, regulations and internationally accepted standards, including relevant International Labour Organization (**ILO**) Conventions and UN Global Compact Principles covering environment, labour, human rights and anti-corruption.

22.5 The Seller must advise the Buyer if Goods contain any Substance of Very High Concern (**SVHC**) as listed on the European Chemicals Agency REACH Candidate, Restricted or Authorisation lists. Upon request by the Buyer, the Supplier must advise whether specific hazardous chemicals are known to be present in Goods above a nominated threshold level.

22.6 The Seller must ensure that the Goods can be safely handled when received by the Buyer.

22.7 Whenever specified, raw materials and packaging must meet the minimum conductivity (anti-static) requirements as specified by Buyer. The Buyer may request testing of the potential static hazards of packaging to be conducted by the Seller to determine safe handling practices.

22.8 Whenever there are changes to the Goods, or the packaging, that may affect the health and safety of the Buyer's employees or customers or on any environment requirements, the Seller must promptly supply a new SDS to the Buyer even if the Goods have already been provided by the Seller.

22.9 Variations in requirements for individual pack sizes may be requested by the Buyer. The details of such changes will be set out in the Purchase Order or otherwise notified to the Seller in writing.

22.8 The Seller must immediately notify the Buyer of any significant health, safety or environmental incidents or non-conformances occurring during the supply of Goods or Services.

23. CANCELLATION OF PURCHASE ORDER

23.1 The Buyer may immediately terminate a Purchase Order by written notice to the Seller if the Seller:

(a) breaches these conditions in a material respect and, in the reasonable opinion of the Buyer, the breach:

(i) cannot be remedied; or

(ii) can be remedied, but is not remedied by the Seller within five business days after the Buyer gives the Seller notice of the breach; or

(b) becomes Insolvent.

23.2 On termination of a Purchase Order pursuant to clause 23.1:

(a) the Seller must stop working on any incomplete or undelivered Goods or Services;

(b) if requested by the Buyer, deliver to the Buyer all completed Goods which conform with these conditions;

(c) the accrued rights and remedies of each party are not affected; and

(d) the Seller's sole and exclusive right in respect of the termination is limited to the payment of the price for any Goods or Services which have been completed in accordance with these conditions and provided to the Buyer up to the date of termination or in accordance with clause 23.2(b).

24. CONFIDENTIALITY

24.1 Subject to clause 24.2, the Seller must not disclose Confidential Information without the prior consent of the Buyer.

24.2 The Seller may disclose Confidential Information which;

(a) at the time of disclosure is in the public domain, but not as result of a breach of clause 24.1;

(b) is required to be disclosed for the purpose of performing its obligations under these conditions; or

(c) is required by law to be disclosed.

24.3 The Seller must procure confidentiality undertakings (on terms satisfactory to the Buyer) from any disclosee in relation to any further disclosure of Confidential Information.

24.4 The Seller must return any Confidential Information to the Buyer on demand.

25 ANTI-BRIBERY, CORRUPTION AND FRAUD

25.1 The Seller must:

- (a) at all times comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and improper payments including but not limited to the Criminal Code Act 1995(Cth) (Australia), the Foreign Corrupt Practices Act 1977 (US) and the Bribery Act 2010 (UK) (the Relevant Requirements);
- (b) not give or offer to give, receive, or agree to accept, any payment, gift or other benefit or advantage which violates a Relevant Requirement;
- (c) have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements, and enforce them where appropriate;

(d) not prepare, approve or execute any contract or other document or make any record in connection with a Purchase Order that the Seller knows, or ought reasonable to know, is false, inaccurate or misleading;

(e) promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Seller in connection with a Purchase Order which will or may be in breach of the Relevant Requirements; and

(f) procure, and shall be responsible for, the observance and performance of the Relevant Requirements by all persons performing services or providing goods in connection with a Purchase Order on behalf of the Seller or under its supervision or control.