

Terms and Conditions for Purchase of Goods and Services (“Terms”)

1. Interpretation

“**Applicable Law**” means any domestic or foreign declaration, decree, directive, law, legislative enactment, order, ordinance, regulation or rule, or other similar binding requirement (in each case as amended, re-enacted, modified, consolidated or replaced) from time to time which apply to the provision or receipt of any Goods and/or Services, whether before or after the date of any Order;

“**Company**” means Schroder Investment Management Limited, 1 London Wall Place, London, EC2Y 5AU (“**Schroders**”) and/or any Schroders Affiliate to whom Goods and/or Services are supplied under a Contract.

“**Contract**” means the agreement between the Company and the Supplier for the supply of Goods and/or Services, comprising the Order and these Terms;

“**Goods**” means any goods supplied or to be supplied to the Company pursuant to the Order;

“**Order**” means the order placed by the Company for the supply of Goods and/or Services, whether set out on the face of this document or otherwise;

“**Relevant Requirements**” means all Applicable Laws and codes relating to anti-bribery and anti-corruption, anti-money laundering, tax evasion, sanctions and trade embargoes including the U.K. Bribery Act 2010;

“**Schroders Affiliate**” means any corporation, firm, partnership, or other entity that directly or indirectly owns, is owned by or is under common ownership with Schroders (to the extent of at least 50 per cent of the equity having the power to vote on or direct the affairs of the entity) and any person, firm, partnership, corporation, or other entity actually controlled by, controlling, or under common control with Schroders;

“**Services**” means any services supplied or to be supplied to the Company pursuant to the Order; and

“**Supplier**” means the person, firm or company to whom the Order is addressed and/or who supplies Goods and/or Services to the Company.

2. Contract

- (a) The Company may submit to the Supplier an Order for the Goods and/or Services. The Order constitutes an offer by the Company to purchase the Goods and/or Services subject to these Terms.
- (b) Acceptance of an Order, either expressly or impliedly, by the Supplier shall constitute an acceptance of these Terms notwithstanding any conflicting terms that may be endorsed on the Supplier's acceptance or any other contractual documentation.
- (c) These Terms shall govern, and be incorporated into, every Contract and shall apply to the exclusion of, and shall prevail over all other terms or conditions (including those of the Supplier, if any).
- (d) No variation or amendment of or addition to these Terms, a Contract or Order shall be binding unless such variation or amendment is made or specifically accepted by the Company in writing.

3. Price

- (a) The price for the Goods and/or Services shall be that stated in the Order which shall be a fixed price. The Supplier may not increase the price without the prior written consent of the Company. Agreed changes to the price may require an additional Order to be raised.
- (b) Unless otherwise agreed in writing by the Company, the price shall include as appropriate:
 - (i) (in respect of any Goods) secure and proper packaging acceptable to the Company;
 - (ii) (in respect of any Goods) the cost of insurance, delivery to and unloading at the address specified on the face of the Order;
 - (iii) all materials, equipment, labour and other charges incurred by the Supplier in producing the Goods and/or performing the Services, as the case may be; and
 - (iv) any duties, custom or levies other than Value Added Tax or other similar taxes.
- (c) In the event that the Company's employees or agents have to handle any Goods upon delivery the cost thereof may be charged to the Supplier.
- (d) Where the supply of Goods or Services is subject to the addition of Value Added Tax (or other similar tax), the amount required to be charged shall be identified as a separate item of account and a Value Added Tax (or other similar tax) invoice shall be issued in accordance with the relevant legislation.

4. Supply of Goods

- (a) Without limiting the Supplier's other obligations under a Contract, where an Order includes the supply of Goods, the Supplier shall supply those Goods in accordance with this Section 4.
- (b) Unless otherwise agreed in writing by the Company, all Goods are to be delivered, carriage paid, to the place of delivery specified in the Order.
- (c) The time stipulated for delivery of the Goods shall be of the essence of the Order. Unless otherwise agreed in writing by the Company, the Supplier shall not deliver Goods any earlier than one week before the due date stated in the Order.
- (d) The Company shall not be deemed to have accepted Goods (in whole or in part and whether or not they have been signed for) until the Company has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.
- (e) Should the Supplier fail to deliver the Goods within the period specified, the Company (without prejudice to any other remedies to which it may be entitled under any Contract or at law) may:
 - (i) cancel that Order (in whole or in part) and refuse to accept any subsequent delivery of the Goods;
 - (ii) recover from the Supplier all amounts already paid in respect of the Goods; and
 - (iii) charge to the Supplier any additional costs, losses or expenses incurred by the Company due to the Supplier's failure to deliver the Goods at the stipulated time including expenditure reasonably incurred in obtaining substitute goods. (Such costs, losses or expenses shall be fully justified and substantiated by the Company).
- (f) Goods delivered in excess of specified requirements or incorrectly delivered Goods may be returned to the Supplier by the Company at the Supplier's risk and expense.
- (g) Where the Supplier provides cases or packing of a durable nature in conjunction with delivery of Goods ("**Durable Packaging**"), and where Supplier charges the Company an additional fee for such Durable Packaging,, the Supplier shall invoice any such additional fees on a separate invoice to be credited in full upon notification by the Company to the Supplier that-the Durable

Packaging is empty and available for collection by the Supplier. The Supplier shall clearly mark such Durable Packaging as "Returnable" and display the Supplier's name on such Durable Packaging;

- (h) The Supplier shall mark the Goods or the cases or packing containing them in accordance with any instructions given by the Company.
- (i) Advice notes must accompany the Goods on delivery and must quote the Company's Order number.
- (j) Title to the Goods shall pass to the Company upon the earliest to occur of: (A) delivery of the Goods to the Company; (B) payment of the price invoiced for the Goods; and (C) acceptance of the Goods by the Company (whether confirmed in writing or not). Title will transfer to the Company even if the Supplier has not been paid for such Goods, provided that the Company will not be relieved of its obligation to pay for the Goods in accordance with these Terms. Risk of loss to Goods shall pass to the Company upon receipt and acceptance of the Goods by the Company. If any Goods are rejected by the Company, the title to such Goods and the risk of loss to such Goods shall remain with or thereupon revert to the Supplier.
- (k) All Goods supplied shall correspond strictly with any description in the Order and with any sample, shall be in every respect fit for the purpose held out by the Supplier or which the Company has expressly made known to the Supplier and all Goods shall be of satisfactory quality and of a standard not less than that of previous supplies (if any) approved by the Company.

5. Supply of Services

- (a) Without limiting the Supplier's other obligations under a Contract, where an Order includes the supply of Services, the Supplier shall supply those Services in accordance with this Section 5.
- (b) The Supplier shall perform the Services:
 - (i) in good faith and using the standards of professional skill, care and diligence that would be expected from a market leading supplier of services similar to the Services;
 - (ii) in compliance with all applicable laws;
 - (iii) in accordance with any time frames set out in the relevant Contract; and
 - (iv) in accordance with any reasonable instructions issued by the Company.
- (c) The Supplier shall ensure that it retains a sufficient number of properly skilled and qualified personnel to fulfil its obligations under any Contract.
- (d) Whilst on the Company's premises the Supplier will comply with all relevant Company policies including but not limited to those in respect of security, confidentiality, dress code, health, safety and the environment.

6. Performance

Delivery of Goods or Services (as the case may be) in instalments shall be permitted only with the prior written consent of the Company. Notwithstanding any consent that may be given by the Company to deliver any Goods or Services in instalments, the Contract shall be treated as a single contract, is not severable and shall not entitle the Supplier to claim payment prior to delivery of the whole of the Goods or Services to be supplied.

7. Payment

Unless otherwise agreed in writing the Company requires its Suppliers to submit electronic invoices and follow the instructions stated on the Purchase Order and below:

- (a) Electronic invoices must be sent in **PDF** (300 dpi resolution as the minimum).

- (b) Provide **single PDF attachments for each invoice**. Documents that are not PDF files will be rejected.
- (c) Ensure that the **correct Schroders legal entity** is stated on all invoices.
- (d) Ensure that you **quote a Purchase Order (PO) number** on each invoice you submit (all our PO numbers are 11 digits long and start with a country code e.g. GB000123456, SG000654321, US000456789).

There may be other information as the Company may reasonably require in addition to the above. Payment by the Company of valid and undisputed invoices for the Goods or Services will be within a maximum of one calendar month from the end of the month in which delivery of the whole of the Goods to be supplied or performance of the whole of the Services is made ("**Due Date**"). Time for payment shall not be of the essence in relation to a Contract. Unless otherwise agreed in writing, the Supplier shall render a Statement of Account to the Company at the end of the month in which delivery is made or performance completed. Alternatively where local needs exist, other supporting documents may be requested by the Company at its absolute discretion in order to meet payment requirements. Any delay in payment due to the Supplier's failure to render such account will not prejudice the Company's entitlement to any prompt payment discounts that may be agreed. Without prejudice to any other right or remedy, the Company reserves the right to set off any amount owing at any time from the Supplier to the Company against any amount payable by the Company to the Supplier under the Contract. In respect of valid and undisputed invoices that remain unpaid following one calendar month after the Due Date, the Supplier shall be entitled to charge interest at 2% per annum over the base lending rate of the Bank of England from time to time.

The Company has signed up to the United Kingdom (UK) Prompt Payment code. The code sets out principles and payment practices for organisations to follow that are designed to ensure their suppliers are paid on time. The Company encourages its suppliers to sign-up to this code or the applicable equivalent code in the jurisdiction in which the Company is headquartered.

8. Standards and quality

- (a) All Goods and Services supplied shall comply in all respects with agreed specifications (if any), any express or implied warranties or representations made by the Supplier, and all relevant and applicable legal and regulatory requirements including but not limited to packaging and labelling, health and safety, food, fire and hygiene requirements from time to time in force.
- (b) The Supplier shall have and maintain for the duration of each Contract the proper licenses, consents, regulatory approvals and intellectual property and other proprietary rights necessary to perform the Services, deliver the Goods and comply with all of its obligations under any Contract.
- (c) The Supplier shall perform and procure the performance of its obligations under any Contract so as to ensure compliance with Applicable Law.
- (d) The Supplier's obligations under this Section 8, and under Sections 4 and 5, shall continue notwithstanding that:
 - (i) the Goods are bought by description; or
 - (ii) the Goods are patented or sold under a trade name; or
 - (iii) the Company has examined the Goods or the sample, or that the Company has not examined the Goods or the sample and any relevant defect would have been apparent had it done so.

9. Defects

- (a) If on inspection or use at any time after delivery, it is found that any Goods do not comply with Section 8, the Company may, at its option and within a reasonable period of time following discovery of the relevant defect and without prejudice to any other remedies to which the Company may also be entitled (whether under any Contract or at law):
 - (i) reject the whole or any part of the Goods;
 - (ii) require the Supplier at its own cost to replace or rectify the defective Goods within such reasonable time as the, Company may specify; or
 - (iii) to seek reimbursement in full for the cost of repair carried out by the Company or any third party at the Company's direction.
- (b) If at any time it is found that the Services do not comply with Section 8 the Company may, at its option, within a reasonable period of time following discovery of the defect (and without prejudice to any other remedies to which it may be entitled, whether under any Contract or at law):
 - (i) reject the whole or any part of the Services or any work produced thereby;
 - (ii) require the Supplier at its own cost to undertake such work as is necessary to bring the Services into compliance with Section 8; or
 - (iii) seek reimbursement in full for the cost of any work carried out by the Company or any third party at the Company's direction to rectify the Supplier's failure.
- (c) If the Company rejects or refuses to accept any Goods having the right to do so, it shall not be bound to return them to the Supplier but in the event that it nevertheless decides to return them the Goods shall be returned at the risk and expense of the Supplier (and such expenses shall include, without limitation, all packaging and carriage costs).
- (d) If the Company rightfully rejects any Goods or Services and the purchase price in respect of those Goods or Services has already been paid in whole or in part, the Supplier shall forthwith repay to the Company an amount equal to such purchase price less a reasonable amount in respect of the use that the Company has had of those Goods or Services. The Company shall be entitled (without prejudice to any other rights that it may have, whether under any Contract or at law) to retain the Goods and any work produced by the Services until any amount due by the Supplier under this clause has been paid in full.

10. Limitation of liability

To the fullest extent permitted by law: (i) the Company shall not in any circumstances have any liability under or arising from any Contract for any indirect or consequential loss (including, in each case and without limitation, any loss of reputation, goodwill or anticipated savings) suffered by Supplier or for any liability to any other person for any such indirect or consequential loss; and (ii) the Company's liability under each Contract shall be limited to the amount paid to Supplier under that Contract in the twelve month period immediately preceding the event giving rise to any applicable cause of action, less any outstanding amount owed to it by the Supplier at such time.

Notwithstanding any contrary provision in these Terms, no party limits or excludes its liability in respect of: (i) any death or personal injury caused by its negligence; (ii) any fraud or fraudulent misrepresentation; (iii) any other statutory or other liability which cannot be excluded under applicable law; or (iv) any sums validly invoiced and due under these Terms or any Contract.

11. Indemnification

The Supplier shall indemnify and keep indemnified the Company and the Schroders Affiliates, employees and agents, against any and all liability, loss or expense whatsoever (including, without limitation, any claims by third parties, legal expenses, loss or profit and loss of business) incurred by them, arising from:

- (a) Any material breach, non-observance or non-performance by the Supplier or its employees or agents of any of the Supplier's obligations under a Contract;
- (b) Any claims, action or litigation brought against the Company resulting from any act, omission, negligence or breach of duty of the Supplier or its employees or agents including without limitation, any such claim, action or litigation in respect of any alleged or actual:
 - (i) breach of any statute or regulation for the time being in force;
 - (ii) infringement of any intellectual property right, resulting from the Company's (or the Schroders Affiliates') use or resale of the Goods or performance of the Services: or
 - (iii) defect in the materials, workmanship or (save where the same has been stipulated by the Company) design used in relation to the Goods or Services;and the Supplier will provide (at its own expense) all facilities, assistance or advice reasonably required by the Company for the purpose of contesting or dealing with such claim, action or litigation.

12. Notification and Conduct

If any third party claims in respect of the Goods or Services are made against the Supplier, the Company shall be promptly notified thereof and where the claim could adversely affect the reputation or goodwill of the Company, the Supplier shall grant to the Company, at the Company's reasonable request, the right and authority to participate or take over the conduct of the claim and to make any disposal or settlement thereof as agent of the Supplier, as may seem to the Company in its absolute discretion to be appropriate.

13. Testing

Where the Supplier has carried out or arranged for the carrying out of testing and examination of Goods for the purpose of ensuring that they are safe and without risks to health when properly used or has relied upon any such tests or examinations carried out by another, the Supplier shall provide the Company on or before delivery of the Goods with proper documented results of such tests or examinations or, in default thereof, certificates issued by a duly qualified and authorised person that the tests and examinations proved satisfactory.

On or before delivery of any Goods to the Company, the Supplier shall make available to the Company adequate information about the use for which the Goods have been supplied and tested, and about any conditions necessary to ensure that when put to use at work the Goods will be safe and without risks to health.

14. Inspection

The Company reserves the right at any-time to inspect and/or test the Goods to be supplied under any Order during manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch or at any time after delivery, but such inspection shall not relieve the Supplier of any obligation under a Contract or prejudice the Company's right to reject defective Goods.

15. Insurance

The Supplier shall maintain policies of insurance against such risks and in such amounts as a prudent provider carrying on a similar business and owning similar assets would so maintain. The Supplier shall provide evidence of its insurance on reasonable request by the Company.

16. Cancellation

The Company may cancel any Contract prior to complete delivery of the relevant Goods or performance of the relevant Services, in each case by giving written notice to the Supplier in which case the Company's sole liability shall be to pay such proportion of the price as represents the reasonable costs incurred by the Supplier in performance of the Contract as at the date of service of such notice, taking into account the total costs that would have been incurred by the Supplier had performance completed.

17. Compliance

The Supplier undertakes to observe and to ensure that its employees or agents comply with all appropriate legislation, rules and other requirements of any appropriate regulatory authority, which apply from time to time.

Whilst on the Company's premises, the Supplier, its employees, agents and subcontractors shall comply with the Company's regulations, standards and codes of practice in force from time to time at the relevant premises, copies of which are available on request.

Without limiting the foregoing, the Supplier shall and shall procure that its personnel and any persons associated with it or other persons who are performing Services in connection with these Terms or any Order shall:

- (A) comply with (and take all reasonable measures to ensure and do nothing to prejudice the Company and any Schroders Affiliate's compliance with) all Relevant Requirements;
- (B) not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements;
- (C) comply with the Company's Gifts and Entertainment, Inducements and Financial Crime Policies (available upon request) (together, the "**Relevant Policies**"), in each case as the Company may update them from time to time;
- (D) not do, or omit to do, any act that will cause or lead the Company or any Schroders Affiliate to be in breach of any of the Relevant Policies or Relevant Requirements;
- (E) promptly notify the Company in writing of any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of these Terms or any Order;
- (F) have and shall maintain in place throughout the term of any Order its own policies and procedures, including adequate procedures under the Relevant Requirements, to ensure compliance with the Relevant Policies and this clause 17, and will enforce them where appropriate;
- (G) if requested, provide the Company with any reasonable assistance, at the Company's reasonable cost, to enable the Company to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements or Relevant Policies;

- (H) within three (3) months of the date of the Order, and annually thereafter, certify to the Company in writing, signed by an officer of the Supplier, compliance with this clause by the Supplier and all persons associated with it or other persons who are performing the Services. The Supplier shall provide such supporting evidence of compliance as the Company may reasonably request;
- (I) not engage in any activity, practice or conduct which would constitute either:
 - (a) a UK tax evasion facilitation offence under Applicable Laws (including section 45(5) of the Criminal Finances Act 2017); or
 - (b) a foreign tax evasion facilitation offence under Applicable Laws (including section 46(6) of the Criminal Finances Act 2017);
- (J) promptly report to the Company any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of these Terms or any Order;
- (K) comply with all applicable statutory and other requirements relating to Sanctions and trade embargoes and ensure that the Company is not exposed to any direct or indirect links to any sanctioned target listed on any official sanction list (including the sanctions lists issued by Her Majesty's Treasury, the European Union, the United Nations and the United States Office of Foreign Assets Control) or any locally applicable lists; and
- (L) promptly notify the Company: (a) of any breach of the Relevant Requirements by Supplier, Supplier's personnel or any persons associated with it or other persons who are performing Services in connection with these Terms or any Order, or: (b) if the Supplier or any affiliate of the Supplier becomes subject to sanctions or aware that it is likely to become impacted by sanctions, and (in each case) the Company shall be entitled to terminate these Terms or any Order immediately on written notice to the Supplier.

Breach of this clause 17 shall be deemed a material default incapable of remedy, including for the purposes of clause 20(a) and the Supplier shall indemnify against any losses or damages incurred or suffered by the Company, or any Schroders Affiliate, arising from or in connection with any breach of this clause 17 by the Supplier.

For the purposes of this clause 17, "**Sanctions**" shall mean financial sanctions orders issued by any competent authority prohibiting transactions with, or in some instances the provision of any financial services to, a person or organisation.

18. Assignment

The Supplier shall not, without the prior written consent of the Company (such consent not to be unreasonably withheld), assign its rights, or novate, transfer or sub-contract any of its obligations hereunder.

19. Dispute Resolution

If at any time any question, dispute or difference arises between the Company and the Supplier, such question, dispute or difference should be raised by the Supplier to its Company contact managing their relationship, who may escalate as required.

20. Termination

The Company may by notice in writing to the Supplier terminate any Contract forthwith either in its entirety or to the extent that Goods are undelivered or Services not fully performed and in any event without prejudice to any other rights of the Company if:

- (a) the Supplier commits any material breach of its obligations under a Contract or any other contract with the Company provided that if such breach is remediable the Company has given notice thereof to the Supplier and the same has not been remedied within seven days of receipt of such notice;
- (b) the Supplier compounds with or negotiates for any composition with its creditors, generally or permits any judgement against it to remain unsatisfied for seven days; or being an individual, the Supplier dies, or has a receiving order made against him or commits any act of bankruptcy; or
- (c) being a company, the Supplier shall call any meeting of its creditors or have a receiver, administrator, trustee or similar officer appointed over all or any of its assets (or if a petition is presented to the Court in connection with the appointment of any of the foregoing) or enter into any liquidation or becomes insolvent.

The Supplier shall have reciprocal rights to terminate a Contract, if the Company defaults in the manner described in parts (a), (b) or (c) of this Clause 20.

21. Confidential Information and Representation

- (a) Any Order or Contract, any technical advice, know how, drawings, design specification and any other information relating to any Order or Contract supplied to the Supplier or in any other way communicated to it by the Company, or any information (however conveyed or presented) that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the Company shall be regarded as confidential ("**Company Confidential Information**"), shall remain the property of the Company and shall not be published or disclosed or be caused to be published or disclosed to any third party or be used by the Supplier except for the purpose of executing the Order or Contract, without the prior written consent of the Company. The foregoing restriction shall not apply to any Company Confidential Information that the Supplier can show: (i) was in the possession of the Supplier, without obligation of confidentiality, prior to its disclosure; (ii) was obtained by the Supplier from a third party without obligation of confidentiality; (iii) was already in the public domain at the time of disclosure otherwise than through a breach of these Terms; or (iv) was independently developed without access to the Company Confidential Information.
- (b) The Supplier shall not, without the prior written consent of the Company, represent itself or cause itself to be represented to any third party as the agent of the Company or use the name of the Company in any manner or purpose whatsoever except for the purpose of executing the Order.
- (c) The Supplier shall ensure that its employees and agents are informed of the provisions of this Clause 21 and the Supplier shall fully indemnify the Company against any breach of this Clause 21 by any of its employees or agents.
- (d) The Supplier undertakes (except as may be required by law or in order to instruct professional advisers in connection with these Terms or any Contract) not to: (i) disclose or permit disclosure of any details of this Agreement to the news media or any third party other than its sub-contractors; (ii) disclose that the Company is a customer or client of the Supplier; or (iii) use the Company's name or brand in any promotion or marketing or announcement without the prior written consent of the Company.
- (e) On termination or expiry of each Contract, the Supplier shall: (i) return to the Company all documents and materials (and any copies) containing, reflecting, incorporating or based on the Company's Confidential Information; (ii) erase all Company Confidential Information from computer and communications systems and devices used by it, including such systems and data

storage services provided by third parties (to the extent technically practicable); and (iii) certify in writing to the Company that it has complied with the requirements of this clause.

22. Notices

Any notice required to be given shall be in writing and shall be served to the appointed representative of the Company or in the case of the Supplier to the person identified by the Supplier for such purpose in the Order or as altered in writing at a later date.

Notice may be given by letter. Such letter may be delivered by hand or by first class recorded delivery. Notice shall be deemed to have been served at the time it is hand delivered provided a receipt is obtained and in the case of first class recorded delivery will be deemed to be served on the second working day after despatch and a signature acknowledging its receipt has been obtained.

23. Force Majeure

Neither party shall be, liable for any failure to perform its obligations resulting from causes beyond its reasonable control including accident fire, earthquakes, war, or invasion. For these purposes, acts or omissions by a party's employees (including without limitation strike, labour disputes or other industrial action), sub-contractors, suppliers, agents and representatives are within that party's control.

24. Modern Slavery

In performing its obligations under each Contract, the Supplier shall and shall ensure where applicable that any persons engaged by the Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force relevant to the Modern Slavery Act 2015 (or such other equivalent laws in the relevant jurisdiction). The Supplier represents and warrants to the Company that neither the Supplier nor any of its officers, employees or other persons associated with it:

- (a) has been convicted of any offence involving slavery and human trafficking; and
- (b) having made reasonable enquiries, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

The Supplier shall implement due diligence procedures to ensure that there is no slavery or human trafficking by any persons it engages in connection with any Contract. The Supplier shall notify the Company as soon as it becomes aware of any actual or suspected slavery or human trafficking by any person engaged by the Supplier in connection with any Contract.

25. Miscellaneous

- (a) **Continuity of Rights** The rights of the Company under these terms and conditions accrued before the date of termination or expressed or intended to continue in force after and despite termination, shall continue notwithstanding the Company's termination of the Order or the Contract.
- (b) **Waiver** Failure by the Company to enforce any of these Terms will not be construed as a waiver of its rights hereunder. Any waiver by the Company of any breach of, or any default under, any provision of these Terms or any Contract by the Supplier shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other provisions of these Terms or any Contract.

- (c) **Heading** The headings used in these terms and conditions are for convenience only and shall not affect the construction thereof.
- (d) **Severability** If any provision of these Terms is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, unenforceability or unreasonableness, be deemed severable and the remaining provisions of these Terms and the remainder of such provision shall continue in full force and effect.
- (e) **Remedies Cumulative** The rights and remedies of the parties under these Terms are cumulative and shall not exclude any other remedies and remedies to which the party may be lawfully entitled.
- (f) **Further Assurances** Each party hereby covenants and agrees that it shall execute and deliver such deeds and other documents as may be required to implement any of the provisions of these Terms.
- (g) **Relationship** Nothing in these Terms or any Contract creates a partnership or employment relationship between the parties or makes one party the agent of the other.
- (h) **Entire Agreement** These Terms together with any and all Contracts constitutes the full and complete agreement of the parties and, excluding in relation to any fraudulent misrepresentation, supersedes any prior or contemporaneous oral or written communications with respect to the subject matter hereof.
- (i) **Law** The application of the Uniform Laws on International Sales shall be excluded. These Terms and each Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation shall in all respects be constructed and governed by the laws of England and any claim or dispute arising therefrom shall be subject to the exclusive jurisdiction of and be determined by the English Courts.