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Terms and Conditions of Purchase of Goods and Services

Author: Viscant Igbinomwanhia

Document Date: January 2020

IMS Number: CM04

Version: 9.0

Classification: COMMERCIAL IN-CONFIDENCE

Terms and Conditions of Purchase of Goods and Services

1 Definitions

In this Agreement the following words shall have the following meanings:

“Acceptance” means acceptance of the Deliverables by Bell or the Deliverable Recipient in accordance with the Acceptance Test Procedure or other acceptance criteria agreed by Bell or the Deliverable Recipient;

“Agreement” means these terms and conditions of purchase, the applicable Purchase Order and/or Statement of Work;

“Applicable Laws” means all laws, legislation, regulation, codes of practice, or requirements of any relevant government or governmental agency, applicable to Bell or the Deliverable Recipient and in the country in which the delivery address is located;

“Acceptance Test Procedure” (“ATP”) means the process of measurement, examination, and other activities required to verify that a Deliverables supplied by the Supplier is in accordance with the Purchase Order including all applicable specifications;

“Background Materials” means any materials, hardware, software, work, devices, documents (including specifications) information, methods, concepts, approaches, tools, generic industry information and/or item provided by either Party or the Deliverable Recipient and which is generated independently;

- (a) of any Development Work; or
- (b) of the Supplier providing Services either prior to or after the commencement date Development Work or the provision of such Services;

“Bell” means Bell Microsystems Limited (company number 03102360), trading as Bell Integration, whose registered address is New Hampshire Court, St Pauls Road, Portsmouth, United Kingdom, PO5 4AQ, who is the purchaser of the Deliverables;

“Change of Control” means as defined in section 416 of the Income and Corporation Taxes Act 1988;

“Commodity Code” means the code for the Deliverable under the Integrated Tariff of European Communities or local equivalent.

“Confidential Information” means, all information, disclosed by the Disclosing Party, or its employees, officers, advisers, agents or representatives (“Representatives”), pursuant to this Agreement, including but not limited to, financial, business or technical or other data and all other confidential information (whether written, oral, visual or in electronic form or in magnetic or other media):

- (a) concerning the business and affairs of a Party including their respective sub-contractors, suppliers, customers, clients or other contacts (as applicable) that the other Party obtains, receives, or which it has access as a result of any discussions or dealings or which is learned by a Party through observations made during visits to any premises of the other Party; or
- (b) which arises out of the performance of any Services.

“Data Protection Legislation” means the Data Protection Act 2018 unless and until:

- (a) the General Data Protection Regulation (Regulation (EU) 2016/679) (“**GDPR**”) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and then
- (b) any successor legislation to the GDPR or the Data Protection Act 2018;

“Data Subject” means an identifiable natural person who can be identified, directly or indirectly, in particular, by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

“Deliverables” means Goods, Services and/or Software as applicable;

“Deliverable Recipient” means the end user customer of Bell;

“Delivery Duty Paid (D.D.P)” in accordance with the Incoterms 2020:

- (a) the Supplier shall deliver the Goods to Bell cleared for import,
- (b) risk in the Goods shall pass to Bell upon delivery of Goods to the destination specified in the Purchase Order;
- (c) Supplier shall bear all costs, including but not limited to freight, shipping, duties and taxes required to deliver the Goods;
- (d) Supplier is liable for any loss or damage due to Supplier’s failure to preserve, package, handle or pack Goods; and
- (e) Supplier is responsible for insuring all Goods until risk in loss passes to Bell or its customers;

“Development Work” means any development or customisation Services provided by the Supplier under the applicable Purchase Order;

“Disclosing Party” means a Party to this Agreement, that discloses or makes available Confidential Information directly or indirectly, under or in connection with this Agreement;

“Documentation” means documentation, if any, required for the use of the Deliverables;

“End User Licence Agreement” means the end user licence agreement issued by the Supplier for the provision of Services in connection to Software;

“Force Majeure Event” means any event which is beyond either Party’s control, which prevents or delays the performance of Services and/or obligations under the Agreement. This shall include, however is not limited to; acts of God, flood or earthquake, war, civil commotion, terrorist attack, imposition of a sanction, embargo or breaking off a diplomatic relation. This shall exclude strikes or any other forms of industrial action by personnel, agents, or sub-contractors of that Party;

“Goods” means tangible equipment including firmware and associated Documentation; shall mean tangible equipment, including firmware, hardware, printers, computers, servers and any other hardware agreed by the Parties under this Agreement, their options, features, upgrades or peripheral products, related devices and equipment, related documentation, accessories, parts, or any combination of them.

“Good Industry Practice” means the exercise of reasonable skill, care, prudence, efficiency, foresight and timeliness which would reasonably be expected from a person properly skilled and experienced in providing products and/or services similar to the Services;

“Key Milestone” means where applicable, delivery date, ready for acceptance date, or any other important milestone identified within the applicable Statement of Work;

“Intellectual Property Rights” (“IPR”) means (a) patents, designs and trade marks (whether registered or unregistered), copyright, database rights and know how; (b) all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future; and (c) applications, extensions and renewals in relation to any such rights;

“Personal Data” has the meaning as defined under GDPR; including but not limited to all information, related to a natural person or Data Subject, that can be used to directly or indirectly identify the person;

"**Purchase Order**" means an order in respect of the Deliverables issued by Bell to the Supplier which shall include requirements for the Deliverables together with all documents referred to in it;

"**Receiving Party**" means a Party that receives or obtains Confidential Information, directly or indirectly, under or in connection with this Agreement;

"**Services**" includes, but is not limited to, installation, maintenance, technical support, acceptance testing, and warranty provided by Supplier pursuant to the Purchase Order or Statement of Work;

"**Service Level Agreement**" means the service level agreement as appended to the Statement of Work or Purchase Order;

"**Software**" means any computer program (including any upgrade or new release) that has been developed and/or licenced by the Supplier and any associated Documentation;

"**Statement of Work**" means the various statements of work agreed in writing by the Parties from time to time setting out the Services, Deliverables, timelines and charges for each work project to be undertaken by the Supplier in accordance with the terms of this Agreement;

"**Supervisory Authority**" means an independent public authority which is established by a Member State pursuant to Article 51 of the GDPR;

"**Supplier**" means the company, firm, body or person to whom a Purchase Order is addressed;

"**Virus**" means any computer virus, spyware, disabling program (including worms and trojan horses) or device;

"**Warranty Period**" means, unless Bell and Supplier otherwise agree in writing or in a Purchase Order, with respect to:

- (a) Goods, a period of five (5) years;
- (b) Software or Documentation, a period of twenty four (24) months from the actual delivery date or Acceptance (whichever is later); and
- (c) Services, a period of three (3) months from the later of the date of performance of the Services or Acceptance (if applicable);

"**Working Day**" means Monday to Friday, other than Public Holidays in England when the banks are open or the jurisdiction in which the Deliverable Recipient is based.

(Bell and the Supplier may each be referred to herein as a "**Party**" and together as the "**Parties**")

2 Incorporation of Terms and Order of Precedence

- 2.1 These terms and conditions are incorporated into and shall govern the Purchase Order, excluding all other Supplier terms and conditions. No conduct by Bell shall be deemed to constitute acceptance of the Supplier's terms and conditions.
- 2.2 Bell shall amend these terms and conditions at any point without notice to the Supplier. Such terms will be referenced in the Purchase Order raised by Bell.

3 Warranty

- 3.1 Each Party warrants and represents that it has the power and authority to enter into this Agreement.
- 3.2 The Supplier warrants and represents that:

- 3.2.1 it is not (at the time of entering into this Agreement) involved in any litigation, process, contract or investigation that could materially impact on the ability of the Supplier to perform its obligations;
 - 3.2.2 it has obtained and shall obtain all permissions, licences and consents necessary for the Supplier to supply Deliverables in accordance with the Purchase Order;
 - 3.2.3 the use, possession, marketing or selling of any Deliverables do not and will not infringe the Intellectual Property Rights of a third party;
 - 3.2.4 all Documentation provided and, if applicable, any training given to Bell or any Deliverable Recipient shall be complete, accurate and enough to enable Bell and/or the Deliverable Recipient to make full and proper use of the applicable Deliverables.
- 3.3 The Supplier warrants and represents that the Deliverables provided shall, during the Warranty Period:
- 3.3.1 conform to quantity, quality, description, specification and standards stated or referred to in the Purchase Order;
 - 3.3.2 be of suitable materials and workmanship and executed with reasonable care and skill by suitably qualified and experienced personnel in accordance with Good Industry Practice;
 - 3.3.3 be equal in all respects to any samples, patterns or demonstration provided by the Supplier;
 - 3.3.4 be safe and without risk to health when used in accordance with the necessary information/instructions provided by the Supplier;
 - 3.3.5 if the purpose for which they are required is indicated in the Purchase Order, either expressly or by implication, be fit for that purpose; and
 - 3.3.6 comply with Applicable Laws relating to such Deliverables.
- 3.4 If the Supplier breaches any warranty pursuant to this Clause 3, without prejudice to any other remedies available to Bell and or the Deliverable Recipient under this Agreement, the Supplier shall pay all reasonable costs and expenses relating to:
- 3.4.1 the return of any affected Deliverables to the Supplier (including where applicable, de-installation) and repair or replacement;
 - 3.4.2 additional Deliverables supplied by the Supplier required to remedy the breach of warranty;
 - 3.4.3 the operation and maintaining of the additional Deliverables; and
 - 3.4.4 obtaining Services from a third party.
- 3.5 If the Supplier fails to comply with clause 3.4, then Bell or the Deliverable Recipient may correct, or arrange for a third party to correct, any defect or failure at the Supplier's cost.

4 Services

- 4.1 Both Parties shall perform their obligations in accordance with the provisions of this Agreement and any Statements of Work or Purchase Order.
- 4.2 If Bell permits the Supplier to sub-contract any of its obligations under this Agreement, the Supplier shall remain liable for the performance of its obligations under this Agreement and the Supplier shall procure that the sub-contractor complies with the obligations of the Supplier under this Agreement. The Supplier shall contractually impose terms which are no less onerous, than those contained in this Agreement, in its contract, with its permitted sub-contractors.
- 4.3 The Supplier shall keep Bell informed as to the progress of the carrying out of the Services and the Supplier shall perform the Services and deliver the Deliverables in accordance with the Key Milestone as set out in any Purchase Order or Statement of Work or as amended in writing between the Parties from time to time. If the Supplier becomes aware of any circumstances which may prevent the Services from being performed and/or the Deliverables from being delivered, in accordance with the timing requirements,

of any Statement of Work or subsequent written amendment, the Supplier shall immediately notify Bell of such delay forthwith.

- 4.4 Subject to clause 4.5, if the Supplier fails to meet a Key Milestone, Bell shall be entitled to claim any loss caused by such delay. Without prejudice to any other remedy available in this Agreement, Bell may at its option terminate the applicable Statement of Work, upon failure to meet a Key Milestone.
- 4.5 Where the Supplier is providing Services, if at any time the Supplier anticipates that the delivery date for such Services will not be met, the Supplier shall immediately inform Bell in writing, and shall (i) propose all potential solutions, including an increase in resources by the Supplier or a reduction of the charges payable in respect of such Services; and (ii) submit a proposed change to the delivery date that reflects the Supplier's best estimates of what delivery date can realistically be achieved. Any such change shall be agreed by Bell and/or the Deliverable Recipient in writing.
- 4.6 If requested by Bell, the Supplier shall perform the installation of the Deliverables. Bell or the Deliverable Recipient shall have the right to observe the installation and check that such installation is in accordance with the specifications or the Deliverable Recipient's quality assurance requirements.
- 4.7 Any failure in respect of the Services shall entitle Bell to service credits on the terms and in the manner agreed within the Service Level Agreement ("SLA"), detailed within the applicable Statement of Work.
- 4.8 Where applicable, all documentation and training related to the Services and Deliverables shall be provided in English, unless directed otherwise by Bell. Such training shall be provided at a mutually agreed charge.
- 4.9 Bell may request the Supplier to assign a designated point of contact to supervise the performance of the Services in accordance with this Agreement and Statement of Work, as applicable.
- 4.9.1 The Supplier shall not change its designated point of contact without first notifying Bell in writing;
- 4.9.2 If, in the reasonable opinion of Bell or the Deliverable Recipient, the performance or conduct of the designated point of contact has been unsatisfactory, Bell or the Deliverable Recipient may request the Supplier to replace the designated point of contact and, will inform the Supplier of its reason for such request. On receipt of such notice, the Supplier shall either confirm the request and promptly replace the designated point of contact with an employee of at least the equivalent skill and training or, if the request is disputed, the Parties will immediately discuss and agree a mutually acceptable way to address the issue.
- 4.9.3 The details of project management, key members of the project team and any progress reports shall be set out in a project plan or similar document as agreed between the Parties.

5 Delivery

- 5.1 Where Goods are being exported, the Supplier shall:
- 5.1.1 deliver the Goods in accordance with the Delivered Duty Paid ("DDP") Incoterms 2020.
- 5.1.2 ensure the packages of Goods bear the description and quantity of the contents and Bell's Purchase Order number.
- 5.1.3 agree on request to provide Bell with any necessary declarations and documents stating the origins of the Goods.
- 5.2 Bell shall have no obligation to return cases, cartons, boxes, wrapping and other containers in which the Goods were delivered in. The Supplier shall remove from the location and dispose of all cases, cartons, boxes, wrapping, containers and other packaging related to the Goods.
- 5.3 Bell shall not be responsible for any failure to give notice to carriers of loss, damage, delay, detention or transit or non-delivery.

6 Risk and Title

- 6.1 Title to the Goods shall pass to Bell on delivery to the place specified in the Purchase Order. This shall be without prejudice to any right of rejection or other right which may accrue or have accrued to Bell under these terms and conditions or otherwise.

- 6.2 All Goods rejected or returned for any reason shall be at the risk of the Supplier during transit back to the Supplier.
- 6.3 No retention of title shall be enforceable against Bell and/or the Deliverable Recipient.
- 6.4 Any designs, drawings, materials, specifications and other items which may be supplied by Bell or the Deliverable Recipient shall be maintained by the Supplier, kept confidential and not be used for any purpose other than carrying out the Supplier's obligation under this Agreement and any associated Purchase Order and shall be returned or delivered to Bell upon request.

7 Price and Payment

- 7.1 Following receipt of a valid invoice from the Supplier, Bell shall pay the agreed charges as per the Purchase Order. such charges are to be exclusive of VAT.
- 7.2 Provided the invoices submitted are undisputed, payments will be made by Bell sixty (60) days after the last day of the calendar month in which Bell receives a valid invoice.
- 7.3 Failure to make payment within the specified period shall incur interest at an annual rate of 2% above the base rate of Barclays Bank Plc.
- 7.4 Bell shall not be liable for any VAT, costs, penalties, interest or other charges arising from any incorrect VAT treatment by the Supplier of any supply hereunder, save to the extent that Bell is able to recover such costs from the relevant taxation authority, and the Supplier shall indemnify and keep indemnified Bell against such costs which Bell is not able to recover.
- 7.5 If the Deliverables are subject to an import duty, the Supplier shall use all reasonable endeavours to ensure that where there is scope for those Goods to fall under more than one Commodity Code, the Deliverables are classified under the code which attracts the lowest duty rate as possible.
- 7.6 The Supplier shall clearly mark the Purchase Order number on the consignment package, packing notes, invoices, monthly statements and all other correspondence relating to them.
- 7.7 Bell may set off and withhold against invoiced amounts any debt or sum owing to Bell by the Supplier in connection with an accepted Purchase Order.

8 Withholding Tax

In the event that withholding tax or deduction is required to be paid by Bell under Applicable Laws, Bell shall pay the charges net of the withholding or deduction to the Supplier.

9 Acceptance of Deliverables

Bell or the Deliverable Recipient may define an ATP (which may include where appropriate network stability periods) and supply a copy to the Supplier. The Supplier shall be responsible for ensuring that the Deliverables achieve Acceptance in accordance with the ATP.

10 Confidentiality

- 10.1 Each Party shall:
 - 10.1.1. protect the Confidential Information of the Disclosing Party and, in doing so, must use no less than the equivalent degree of care that such Party applies to its own Confidential Information which shall in no case be less than a reasonable standard of care;
 - 10.1.2. have internal systems to ensure that Confidential Information is stored and handled in such a way as to prevent unauthorised disclosure;

- 10.1.3. procure that its personnel and any third parties do not; disseminate, copy, employ, exploit, adapt, modify or in any other manner whatsoever utilise the Confidential Information other than strictly for the performance of the Services. For the avoidance of doubt, the Receiving Party shall be liable for all acts and/or omissions of their personnel and any third parties.
- 10.2. The obligations contained in Clauses 10.1 to 10.3 shall not apply to any Confidential Information which:
 - 10.2.1 is lawfully in the possession of the Receiving Party prior to receipt from the Disclosing Party, as reasonably evidenced in writing;
 - 10.2.2 is or becomes publicly known, other than as a consequence of a breach of this Agreement;
 - 10.2.3 can be reasonably evidenced by written records that it has been developed independently by the Receiving Party without access to, use of, or incorporation of the Confidential Information;
 - 10.2.4 is required to be disclosed by a court of competent jurisdiction or operation of law, provided the Receiving Party, where reasonably practicable, provides notice to the Disclosing Party of such disclosure;
 - 10.2.5 is received from a third party without breach of any other relevant confidentiality obligations;
- 10.3. For the avoidance of doubt and pursuant to clause 10.4.2, information will not be considered to be in the public domain, by it being known to a few of those people to whom it might be of commercial interest.

11. Data Protection

- 11.1. The Supplier acknowledges that the Personal Data is the property of Bell or the Deliverable Recipient and Bell or the Deliverable Recipient reserves all rights which may subsist in the Personal Data.
- 11.2. The Supplier will only process Personal Data for the provision of the Services with the express written consent and instructions of Bell or the Deliverable Recipient in writing and in accordance with the Data Protection Legislation.
- 11.3. If at any time the Supplier or its personnel believe the Personal Data has been lost or corrupted in any way, for any cause, the Supplier shall notify Bell immediately and:
 - 11.3.1 take all actions as may be required by Data Protection Legislation and provide Bell with reasonable assistance in relation to Bell's obligations, to notify the breach to the Supervisory Authority and to the Data Subjects as the case may be;
 - 11.3.2 maintain a record of all information relating to the breach, including the results of its own investigations and authorities' investigations;
 - 11.3.3 co-operate with Bell and take all measures as necessary to prevent future breach from occurring again.
- 11.4. In the event that the Personal Data is lost or corrupted or sufficiently downgraded due to the Supplier's negligence or default, in addition to any other remedies which may be available at law, Bell shall have the option to:
 - 11.4.1 Immediately require the Supplier at its own expense to restore the Personal Data and the Supplier shall use best endeavours to do so;
 - 11.4.2 Itself restore or procure the restoration of Personal Data and require the Supplier to reimburse Bell for all costs incurred in doing so.
- 11.5. The Supplier will not inform any third party or Data Subject of any Personal Data breach without first obtaining Bell's prior written consent, except when required to do so by law.
- 11.6. The Supplier will enter into a data processing agreement for the processing of Personal Data, when required to by Bell.

12. Indemnity

- 12.1. Each Party shall indemnify the other Party for breach of Intellectual Property Rights, Confidentiality, death or personal injury, breach of clause 14 ('Anti-Bribery and Corruption') and any other liability which cannot be limited or excluded by law.
- 12.2. The Supplier shall not limit any liability and keep Bell indemnified against any claim for:
- 12.2.1 loss or damage to any moveable or immovable property (including any third-party property);
 - 12.2.2 for breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;
 - 12.2.3 breach of clause 17 ('Virus');
 - 12.2.4 breach of clause 11 ('Data Protection');
 - 12.2.5 breach of any Applicable Laws.
- 12.3. The Supplier will keep Bell indemnified in respect of all loss, damage, injury, costs and expenses which result, directly or indirectly, from defective Goods, fault, workmanship, design or construction of the Goods and the performance of the Services. At Bell's option, the Supplier will refund, repair, replace or reinstate any defective Goods free of charge.
- 12.4. Without prejudice to clause 12.1 and 12.2, in no event shall either Party be liable for any indirect, incidental, special or consequential damages, loss of anticipated savings, loss of business, economic loss, loss of profit or loss of goodwill.

13. Limitation of Liability

- 13.1. Subject to clause 12.1, Bell's aggregate liability for all loss or damages under the Purchase Order shall be limited to one hundred percent (100%) of the charges paid under each applicable Purchase Order.
- 13.2. Subject to clause 12.1 and 12.2 and any indemnities herein, the Supplier's aggregate liability for all loss or damages under the Purchase Order, shall be limited to two hundred percent (200%) of the charges paid.

14. Anti-Bribery and Corruption

- 14.1. Each Party, including its employees, agents, consultants, contractors and sub-contractors, shall:
- 14.1.1 act in accordance with all Applicable Laws relating to bribery and corruption;
 - 14.1.2 not do, or omit to do anything likely to cause the other Party to be in breach of Applicable Laws;
 - 14.1.3 not give, promise, receive or request any bribes (financial or other advantage), including but not limited to in relation to any public official;
 - 14.1.4 maintain an effective anti-bribery (including gift and hospitality) compliance programme, designed to ensure compliance with Applicable Laws including the monitoring of compliance and detection of violations; and;
 - 14.1.5 reasonably assist the other Party, to comply with obligations related to bribery and corruption required by Applicable Laws. Any related costs shall be borne by the Party requesting assistance.
- 14.2. The Supplier shall promptly notify Bell of any allegation of fraud, bribery or corrupt practices made against the Supplier in court, arbitration or administrative proceedings, or if any investigation is commenced in respect of such allegations; at any time during the term of this Agreement.

14.3. Each Party hereby indemnifies the other Party and its directors, officers, employees, agents and affiliates against all losses which they may suffer as a result of a breach or deemed breach of this clause by the Party granting the indemnity.

15. Health and Safety

The Supplier shall procure that (a) all its employees and agents; and (b) those employees and agents of the Supplier's current or prospective contractors or sub-contractor comply with the provisions of any Applicable Laws and regulations, including health and safety legislation.

16. Licensed Software

16.1. In the event that Bell wishes to procure Software pursuant to a Purchase Order, the Supplier grants to Bell a non-exclusive, irrevocable, perpetual licence to use, execute, store and display the object code version of the Software, on behalf of Bell and the Deliverable Recipient, in accordance with the type of Licence selected under the applicable Purchase Order.

16.2. The Supplier shall be responsible for the transfer of any applicable End User Licence Agreement's to Bell or the Deliverable Recipient.

17. Virus

17.1. The Supplier shall ensure that:

17.1.1 It has not knowingly or intentionally introduced a Virus into the Goods or Software on Bell or the Deliverable Recipient's network;

17.1.2 It has taken precautions in accordance with industry best practice to ensure that no Virus is contained in any products or software including ensuring that industry leading Virus protection software is kept up to date.

17.2. If the Supplier finds a Virus in the Goods or Software which have been provided under this Agreement, the Supplier shall at its own cost:

17.2.1 Immediately report its findings to Bell and provide all information reasonably requested by Bell on behalf of the Deliverable Recipient in relation to that Virus;

17.2.2 Promptly take all steps necessary to eliminate the Virus from the affected Deliverables and prevent re-introduction of the Virus;

17.2.3 Provide all necessary assistance to the Bell and the Deliverable Recipient, to minimise the effects of a Virus on the Deliverable Recipient's network;

17.2.4 If the Virus results in a loss of data or has an impact on the operation of the Goods and/or Software, the Supplier shall mitigate the loss, restore the data and ensure the operation of the affected product, Software and/or the Deliverable Recipient's network is remedied.

18. Intellectual Property Rights

18.1. Each Party retains all rights in any Background Materials. Nothing in this Agreement or use of the other Party's IPR shall be construed as a transfer or grant of any interest in such rights.

18.2. All rights, title and interest in any Deliverables created by the Supplier and/or its personnel and all rights, title and interest in any Intellectual Property Rights developed hereunder, excluding third party IPR, are hereby, upon the personnel's creation thereof, transferred and assigned to Bell or the Deliverable Recipient.

- 18.3. Each Party shall indemnify the other and hold it harmless on demand, from and against all direct actions, claims, liabilities, demands, proceedings, costs (including reasonable legal costs) suffered or incurred by the other Party arising by reason of claims that the possession or use of the other Party's IPR in connection with the provision of the Services infringes the IPR of a third party.
- 18.4. Without prejudice to clause 18.3 where any claim causes Bell or the Deliverable Recipient's quiet enjoyment of Deliverables or any part thereof to be disrupted or impaired, the Supplier shall at its own cost and expense and at Bell or the Deliverable Recipient's option:
- 18.4.1 procure for the benefit of Bell or the Deliverable Recipient the right to continue to use and exploit the Deliverables without disruption or impairment;
 - 18.4.2 modify the infringing Deliverable(s) so that it becomes non-infringing provided that whenever practicable such modifications are in accordance with the specification agreed between the Supplier and Bell and/or the Deliverable Recipient and are made in a reasonable time; or
 - 18.4.3 cancel all outstanding Purchase Orders or Statements of Work for each such Deliverable(s) that are subject to the claim and have any infringing Deliverables returned to the Supplier at the Supplier's expense. The Supplier shall repay Bell the full price paid for any affected Deliverables, plus VAT, that is returned or is in, Bell's opinion not usable by Bell or the Deliverable Recipient.

19. Termination

- 19.1. Bell may terminate a Purchase Order at any time with immediate effect if;
- 19.1.1 a resolution is passed, or an order is made for the winding up (or equivalent order in the relevant jurisdiction) of the Supplier, otherwise than for the purposes of a bona fide scheme of solvent amalgamation or reconstruction;
 - 19.1.2 the Supplier becomes subject to an administration order; a liquidator, receiver or administrative receiver or similar is appointed over any of its property or assets;
 - 19.1.3 the Supplier enters into an arrangement or composition with its creditors, ceases or threatens to cease to carry on business, becomes insolvent or ceases to be able to pay its debts as they fall due;
 - 19.1.4 the Supplier commits a breach under clause 14 (Anti-Bribery and Corruption);
 - 19.1.5 if a Force Majeure Event continues for a period of thirty (30) days.
 - 19.1.6 If the Supplier is subject to a Change of Control.
- 19.2. Either Party shall be entitled to terminate the Purchase Order if the other Party is in material breach of any provision(s) of this Agreement, which is either (a) not capable of remedy; or (b) being capable of remedy, has not been remedied within thirty (30) days after written notice from the other Party.

20. Audit

- 20.1. The Supplier shall keep full and accurate records (where applicable) of all processes, personnel, equipment, number of licences and premises used in performing its obligations in connection with a Purchase Order (the "Records") for a period of six (6) years from their date of production.
- 20.2. The Supplier shall:
- 20.2.1 allow Bell, its auditors, authorised agents and/or representatives, access on any Working Day and upon giving reasonable notice, to such Records (including the right to make copies thereof) and any equipment or premises; and

20.2.2 provide all reasonable assistance for the purposes of auditing the Supplier's compliance with a Purchase Order.

20.3. If any audit or inspection by or on behalf of Bell reveals any non-compliance by the Supplier of its obligations pursuant to this Agreement and/or the Purchase Order, Bell shall, without prejudice to any other remedies it may have, require the Supplier to:

20.3.1 remedy the cause of such non-compliance as soon as reasonably practicable;

20.3.2 promptly refund Bell all costs and expenses relating to such audit or inspection (including those of third-party advisors).

21. Assignment and Sub-Contracting

21.1. The Supplier shall not transfer or sub-contract the Purchase Order without Bell's prior written consent, such consent not to be unreasonably withheld or delayed. Any such consent shall not relieve the Supplier of any of its obligations under this Agreement.

21.2. Bell shall be entitled to assign the benefit of this Agreement and any Purchase Order by serving written notice to the Supplier (without obtaining Supplier's prior written consent).

22. Insurance

The Supplier agrees to take out and maintain such insurance in respect of employer's liability, public liability and professional liability as is commercially prudent and reasonable with a reputable insurance company. The Supplier shall provide Bell with a copy of such insurance certificates upon reasonable request.

23. Notices

23.1. Any notice or other document to be served under this Agreement must be in writing and may be delivered or sent by prepaid first-class letter post or facsimile transmission.

23.2. Any notice or document shall be deemed served: if delivered, at the time of delivery; if posted, 48 hours after posting; and if sent by facsimile transmission, at the time of transmission.

24. Severability

If any provision(s) under this Agreement are deemed or found to be invalid or unenforceable by a court of competent jurisdiction, such provisions shall be deemed omitted, all other provisions shall remain in full force and effect.

25. Non-Solicitation

The Parties undertake (for themselves and for their respective affiliates) that they shall not employ (whether as employee or consultant) solicit or entice away the employees of the other Party for the duration of any Purchase Order and for a period of twelve (12) months after the performance of the last Purchase Order.

26. Modern Slavery Act

In performing its obligations under this Agreement, the Supplier shall comply with all Applicable Anti-Slavery and Human Trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015. The Supplier shall ensure that any contracts with sub-contractors require compliance with such laws.

27. Third Party Rights

A person who is not a Party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

28. Force Majeure

- 28.1. Neither Party shall be liable for the failure to perform its obligations under this Agreement, if such failure results from circumstances of a Force Majeure Event beyond that Party's reasonable control. For the avoidance of doubt, the occurrence of a Force Majeure Event shall not preclude Bell's obligation to pay any charges which are due and payable under this Agreement.
- 28.2. Each Party shall use all reasonable endeavours to limit the effects of any Force Majeure Event.
- 28.3. Each Party agrees to give notice forthwith to the other upon becoming aware of a Force Majeure Event, such notice to contain details of the circumstances giving rise to the Force Majeure Event.

29. General

- 29.1. These terms and conditions shall be without prejudice to any condition, warranty (expressed or implied), or any other right or remedy to which Bell is entitled to by virtue of statute or common law.
- 29.2. The Supplier has been engaged on a non-exclusive basis and nothing in this Agreement places an obligation on Bell to place a minimum order value or issue any Purchase Orders to the Supplier.
- 29.3. Bell shall not be bound by any variation, waiver of, or addition to these terms conditions unless agreed in writing and signed by a duly authorised Representative of Bell.
- 29.4. The Supplier shall comply with any applicable Bell or Deliverable Recipient policies provided by Bell.
- 29.5. This Agreement shall have precedence over any conditions appearing on any quotation, acceptance form, delivery form, invoice or other document or letter emanating from the Supplier and such conditions shall have no effect unless they are expressly accepted by Bell in writing.

30. Governing Law

This Agreement shall be governed by English law and the Parties hereby submit to the exclusive jurisdiction of the English courts.