WEST COUNTRY TOOL COMPANY LIMITED
TERMS AND CONDITIONS OF PURCHASE FOR GOODS AND/OR SERVICES
(THE "CONDITIONS")

1. INTERPRETATION AND DEFINITIONS

1.1 In these Conditions:

(a) the singular includes the plural and vice versa;

(b) references to any statutory provision shall include references to the same as from time to time amended, substituted or re-enacted and shall include any subordinate legislation;

(c) headings are inserted for convenience only and shall not affect the interpretation of these Conditions; and

(d) the words and phrases **other**, **including** and **in particular** shall not limit the generality of any preceding words.

1.2 In these Conditions, the following definitions apply:

Affiliate: means in relation to any entity, that entity and any entity Controlling, Controlled by, or under common Control with, the relevant entity.

Bespoke Deliverable: means any Deliverable created specifically for the purposes of the Contract.

Business Day: means any day (other than Saturday or Sunday) on which clearing banks are open for business in the City of London.

Confidential Information: means all information disclosed (whether in writing, verbally or otherwise and whether directly or indirectly) by one party to another party including, the existence of the Contract and the transactions contemplated in it, any information relating to Goods and/or Services, operations, processes, plans or intentions, client information, product information, market opportunities and business affairs or those of clients or other contacts that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

Control: means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity and **Controlling** and **Controlled** shall be construed accordingly.

Contract: means the contract between us and you for the sale of the Goods and/or the supply of the Services.

Deliverables: all documents, products and materials delivered or to be delivered by you or your agents, subcontractors and personnel as part of or in relation to the Goods and/or Services in any form, including computer programs, data, reports and specifications (including drafts) and **Deliverable** means any item of them.

Delivery: means delivery of an Order in accordance with Condition 4.1.

Delivery Location: means the delivery location stated in the Order or as otherwise instructed by us.

Force Majeure Event: means an event or circumstances preventing or delaying a party from performing all or any of its obligations under a Contract, which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of that party, including an act of God, war, riot, civil commotion, terrorist act, explosion, malicious damage, fire, flood or storm but excluding:

(a) acts within the reasonable control of the relevant party or a relevant party's Affiliate (which shall include acts or omissions arising from failure to instigate reasonable preventative plans or steps); and

(b) industrial action, strikes or lockouts in respect of the relevant parties' personnel.

Goods: means the goods (or any part of them) to be supplied pursuant to the Contract.

Individual: means the person (if any) identified in the relevant Order as the person nominated by you to provide the Services.

Insolvency Event: means:

(a) any distress, execution or other process levied upon any of the assets of the relevant party;

(b) the other party suspends, or threatens to suspend, payment of its debts or is, or is deemed, unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986;

(c) the relevant party convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) other than a solvent liquidation for the purposes of reorganisation or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the relevant party or notice of intention to appoint an administrator is given by the relevant party or its directors or by a qualifying floating charge holder, or a resolution is passed or a petition presented to any court for the winding up of the relevant party or for the granting

of an administration order in respect of that party, or any proceedings are commenced relating to the insolvency or possible insolvency of that party; or

(d) any event occurs, or proceeding is taken, with respect to the relevant party in any jurisdiction in which that other party is incorporated, resides or carries on business that has an effect equivalent or similar to an event mentioned in (a) to (c) above.

Intellectual Property Rights means:

(a) patents (including rights in, and/or to, inventions);

(b) trade marks, service marks, trade names and business names (in each case including rights in goodwill attached thereto);

(c) design rights;

(d) rights in and/or to internet domain names and website addresses;

(e) copyright (including future copyright);

(f) database rights;

(g) rights in and to confidential information (including know how and trade secrets); and

(h) all other intellectual property rights, in each case subsisting at any time in any part of the world (whether registered or unregistered) and (i) any pending applications or rights to apply for registrations of any of these rights that are capable of registration in any country or jurisdiction and (ii) any similar or analogous rights to any of these rights, whether arising or granted under the laws of England & Wales or in any other jurisdiction.

Order: means our purchase order for the Goods and/or Services as set out in our purchase order form, or in our written acceptance of your quotation, as the case may be.

Product Recall: means any Goods withdrawal, recall, stock recovery, suspension or warning.

Regulatory Requirements: means in relation to any jurisdiction where the Goods and/or Services are intended to be marketed and/or supplied and/or sold, all applicable laws, enactments, orders, regulations, code of practice, guidance and other instruments relating to the Goods and/or Services (including the design, manufacture, packaging, labelling, security standards, storage, handling, marketing, sale, import, export and/or Delivery of the Goods and/or supply of the Services) imposed by any governmental, regulatory or trade body from time to time.

Services: means the services (or any part of them) to be provided pursuant to the Contract.

Specification: means the requirements of the Goods and/or Services as set out in the Order or as otherwise agreed in writing by the parties (for example, in a supplier framework agreement) and/or the technical specifications, warranty documentation and/or the documents detailing the requirements of the Goods and/or Services (including any catalogue or sales literature) and, in the event of any inconsistency, any specification attached to the Order or agreed in writing by the parties shall take precedence over any catalogue or sales literature.

Substitute: means a person (if any) who provides the Services in place of the Individual, as may be identified in the relevant Order.

We, Us, Rubix: means the Rubix Party entering into the relevant Order as the purchaser of Goods and/or Services.

Rubix Policies: any Rubix policies and codes of practice made available to you from time to time.

Rubix Party: means West Country Tool Company Limited and its Affiliates from time to time and/or any of them.

You: means the Supplier identified in the Order and/or the entity which supplies or is required to supply the Goods and/or Services, as specified in the Order.

2. CONTRACT FOR GOODS AND/OR SERVICES

2.1 These Conditions set out the terms and conditions under which you shall supply the Goods and/or Services to Rubix for the benefit of itself and all Rubix Parties from time to time. These Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate in any invoice, delivery note or other similar document, or which are implied by trade, custom, practice or course of dealing. Each of these Conditions applies to the supply of both Goods and/or Services except where the application to one or the other is specified.

2.2 An Order constitutes an offer by Rubix to purchase the Goods and/or Services in accordance with these Conditions. You shall be deemed to accept an Order, and a separate Contract shall come into existence, on the earlier of your written acceptance of the Order and your starting or continuing to fulfil the Order.

2.3 We may amend, vary or cancel any Order by written notice to you at any time without liability before the relevant part of the Order is fulfilled and you shall be deemed to accept any changes to an Order on receipt of such written notice.

3. SUPPLY OF GOODS AND/OR SERVICES

3.1 You warrant, undertake and represent that the Goods and any Deliverables:

(a) will be sold to Rubix with good title and free from any lien or encumbrance;
(b) shall conform in all respects with any samples supplied to Rubix and no such Goods shall vary from the sample unless expressly agreed in writing between Rubix and you;
(c) shall conform to their description, the Specification, and the quality, quantity, description and other particulars stated in the relevant Order or (in the absence of any applicable Specification) any specification which may be inferred from your description of the Goods;
(d) shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979), fit for any purpose held out by you and any purpose expressly or impliedly made known to you by any Rubix Party and each Rubix Party relies on your skill and judgment in this respect; and
(e) be free from defects (including latent defects) in design, materials and workmanship;
3.2 To the extent that you have designed or will design the Goods, you:
(a) shall be responsible for the design of the Goods;
(b) shall be responsible for the selection of components and materials in relation to the Goods;
(c) shall exercise, and will continue to exercise, all reasonable skill, care and diligence to be expected of a competent professional designer who is experienced in carrying out such work for projects of a similar size, complexity and nature to the project for which the Goods are intended; and
(d) warrant and undertake that the Goods will perform satisfactorily.
3.3 To the extent that you have manufactured or will manufacture the Goods, you:
(a) shall manufacture the Goods using all reasonable skill and care in accordance with best industry practice;
(b) confirm that you are approved to, and shall at all times comply with, ISO9001 and ISO14001 standards; and
(c) shall ensure that the manufacture of the Goods shall comply with all relevant Regulatory Requirements including, all applicable laws and regulations relating to your employees, their welfare, safety and working environment.
3.4 You warrant, undertake and represent that the Services:
(a) will be delivered in accordance with the Specification and with all reasonable skill and care and the highest standards attained by companies offering services the same or comparable to the Services; and
(b) will be carried out by suitably qualified and competent personnel.
3.5 You warrant, undertake and represent that you shall:
(a) co-operate with Rubix, and comply with our reasonable instructions;
(b) observe, and ensure that your employees, consultants and subcontractors observe all health and safety rules and regulations and any security requirements applicable at any Rubix Party's premises;
(c) notify us as soon as you become aware of any health and safety hazards or issues which arise in relation to the Goods and/or Services;
(d) obtain, and at all times maintain, all necessary permissions, authorisations, permits, licences and consents required under or in connection with its obligations in the relevant Contract;
(e) comply with all relevant legislation and Regulatory Requirements in relation to the Contract;
(f) supply the Goods and/or provide the Services at any site(s) and at the times specified by Rubix;
(g) only use equipment which is in good working order and fit for purpose and conforms to all relevant standards, or any reasonable Rubix requirements;
(h) ensure that the Goods and/or Services shall comply with all relevant Regulatory Requirements and shall (i) on request provide Rubix with evidence of such compliance; and (ii) notify Rubix immediately of any actual or suspected breach;
(i) promptly provide any and all support as required by Rubix, at no additional charge, in relation to any product issues and/or warranty claims which arise in connection with the Goods and/or Services.
3.6 You shall promptly notify Rubix in writing of any changes to the design, manufacture or specification of the Goods.
3.7 As at the Effective Date, the intention is for the Individual to provide the Services. However, if he/she is unable to provide the Services for any reason you will be entitled to provide the Services through another suitably qualified Substitute provided that the Substitute has the appropriate skills and experience and Supplier informs Buyer of the identity and qualification of any Substitute which Supplier proposes to use to provide the Services. Buyer may at its absolute discretion determine whether to accept such Substitute to provide the Services, and the exercise of such discretion may include the opportunity to interview and/or test the proposed Substitute as deemed appropriate by Buyer.
3.8 The relationship of you (and the Individual and any Substitute) to us will be that of independent provider of goods and/or services. Nothing contained in any Contract shall be construed or have

effect as constituting any relationship of employer and employee between us and you or any Rubix Party and the Individual or any Substitute.

3.9 Nothing in any Contract shall constitute you, the Individual or any Substitute acting as an agent of us or any Rubix Party. You, the Individual and/or any Substitute shall not have any right or power whatsoever to contract on behalf of us or any Rubix Party or bind us or any Rubix Party in any way in relation to third parties unless specifically authorised to do so by us and shall not hold themselves out as having any such authority.

3.9 Nothing contained in any Contract shall constitute a partnership or joint venture between us or any Rubix Party and you or Individual, or between us or any Rubix Party and any Substitute.

4. DELIVERY

4.1 Unless otherwise agreed between Rubix and you, delivery of an Order for Goods shall be completed when you unload those Goods comprised within an Order at the Delivery Location ("**Delivery**") at which point title and risk in the Goods shall pass to Rubix (subject to title having passed to Rubix earlier in accordance with Condition 4.12).

4.2 Unless stated to the contrary in any Order, Delivery of the Goods shall be delivery duty paid (DDP) to the Delivery Location in accordance with Incoterms 2010.

4.3 Time is of the essence in respect of deliveries of Goods and performance of Services. Such Delivery and performance shall be on the times and dates specified in the relevant Order and otherwise shall be made during normal business hours, or as instructed by Rubix.

4.4 At any time prior to Delivery, Rubix may inspect and test the Goods in accordance with Condition 10.3. If the inspection or testing indicates that the Goods do not, or are unlikely to, conform to the Contract, you shall rectify such non-conformity prior to Delivery. No inspection or testing by Rubix shall constitute acceptance that the Goods meet the requirements of the Contract.

4.5 All Goods shall be securely packed free of charge. You shall submit full instructions for use and clear warnings with respect to anything which may reasonably be done or omitted to be done in relation to the Goods which could render them unsafe or unfit.

4.6 Rubix may reject any Goods delivered which do not accord with the Contract and shall not be deemed to have accepted any Goods without reasonable time to inspect them following Delivery or, if later, within a reasonable time after latent defects in the Goods become apparent.

4.7 Goods may only be delivered by instalments as instructed by Rubix, in which case the Contract will be treated as a single contract and not severable. If Goods are delivered to Rubix in excess of the quantities ordered, we shall not be obliged to pay for the excess, which shall remain at your risk (and title shall remain with you) and shall be returned at your cost.

4.8 Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by you to deliver any one instalment on time or at all or any defect in an instalment shall entitle Rubix to the remedies set out in Condition 5.

4.9 Where the Goods are to be imported into the UK, you shall obtain all export and import certificates, permissions and licences required.

4.10 You shall be responsible for any Goods and Rubix Materials (as defined in Condition 11) stored at your premises and, where such items belong to Rubix, they shall at all times be kept separate and clearly identified as such. You shall ensure the security of, and preserve the quality of, any Goods and Rubix Materials while in storage including, by keeping them in clean and dry conditions.

4.11 Rubix shall not be obliged to return any packaging material. However, the proper recovery/recycling of waste resulting from electrical and/or electronic Goods will be managed by you at no additional cost to Rubix (other than the reasonable costs of transport).

4.12 If Rubix resells the Goods prior to title passing, it shall do so in accordance with this Condition 4 and title to the Goods shall pass from you to Rubix immediately before the time at which resale by Rubix occurs. Rubix may only resell the Goods before title has passed if such a sale is a sale of your property on Rubix's own behalf as principal (not as your agent), made in Rubix's ordinary course of business.

5. REMEDIES

5.1 If the Goods are not delivered or the Services not provided by the due date set out in the Order or as otherwise instructed by Rubix, then, without limiting any other rights and remedies of any Rubix Party, and whether or not it has accepted the Goods and/or the Services, Rubix may (at its option) exercise any one or more of the following remedies:

(a) terminate the Contract;

(b) refuse any late Delivery of the Goods which you attempt to make; and/or

(c) claim damages for any other costs, claims, loss, damages, liabilities and/or expenses incurred by Rubix which are in any way attributable to your failure to carry out your obligations under the Contract (including any costs incurred by Rubix in obtaining substitute goods from a third party).

5.2 If the Goods are not supplied in accordance with, or the Services do not comply with the provisions of Condition 3 then, without limiting any other rights and remedies of any Rubix Party, and whether or not it has accepted the Goods and/or the Services, Rubix may (at its option) exercise any one or more of the following remedies:
(a) terminate the Contract;
(b) reject the Goods (in whole or in part) and return them to you at your own risk and expense;
(c) require you to repair or replace the Goods free of charge or at Rubix's option remove the Goods (including making good any damage thereby caused) and refund the full price paid; and/or
(d) remedy the problems with the Services at your cost;
(e) demand that a suitable Substitute replaces the Individual in full or partial performance of the Services and/or
(f) claim damages for any other costs, claims, loss, damages, liabilities and/or expenses incurred by Rubix which are in any way attributable to your failure to carry out your obligations under the Contract (including any costs incurred by Rubix in obtaining substitute goods from a third party).

5.3 These Conditions shall apply to any repaired or replacement Goods or substituted or remedial Services supplied by you.

5.4 Rubix's rights and remedies under these Conditions are in addition to any implied by statute and common law.

6. COMPLIANCE

6.1 If a Product Recall is required by any relevant Regulatory Requirements or deemed appropriate by Rubix, you shall (at your cost) promptly provide Rubix with all necessary assistance to enable the Product Recall to be conducted with due urgency either by Rubix or you. You will immediately notify Rubix if you become aware of any facts or circumstances which could give rise to a Product Recall, (including, for the avoidance of doubt, any customer complaints you have received from your other customers in relation to goods which are substantially similar to the Goods).

6.2 You shall comply with the Rubix Policies and any and all policies and procedures of Rubix which are relevant to the performance of the Contract as made available to you by Rubix from time to time

6.3 You shall comply with site rules including all health and safety rules and regulations and any other security requirements that apply at the premises where the Services are to be performed/the Delivery Location.

7. PRICE AND PAYMENT

7.1 The price for Goods and/or Services shall be as stated in the Order and exclusive of value added tax but inclusive of all other charges and costs.

7.2 On or after Delivery of the Goods in accordance with the Contract and/or the completion of the Services (or part of the Services as stated in the relevant Order or as otherwise agreed by Rubix), you shall issue a commercial tax invoice or, if applicable, a zero-rated invoice issued by an EU, VAT registered business covered by Intrastat in respect of such Goods and/or Services (each an **"Invoice"**). The Invoice shall be delivered to such address as Rubix notifies from time to time and shall quote the Order reference and be in the form and contain such information as is required by Rubix.

7.3 Rubix shall pay all compliant and undisputed Invoices within 60 (sixty) days (or such other period agreed by Rubix in writing) from the end of the month in which the relevant Invoice was received.

7.4 If any undisputed sum under the Contract is not paid when due then it shall bear interest from the due date until payment is made in full, both before and after any judgment, at the then base rate of Lloyds Bank plc per annum.

7.5 We may, without prejudice to other rights or remedies of any Rubix Party, set off any amount owed by you under any contract against any amount payable to you.

8. INTELLECTUAL PROPERTY

8.1 Except as expressly provided in this Condition 8, you will have no other rights whatsoever in respect of the Intellectual Property Rights of Rubix.

8.2 Rubix shall license its Intellectual Property Rights to you solely for the purpose of you performing, and to the extent necessary for you to perform, your obligations under the Contract. This licence is not transferable or sub-licensable without the prior written consent of Rubix, and shall terminate automatically on expiry or termination of the Contract.

8.3 All Rubix Parties' trade marks and other Intellectual Property Rights shall remain the absolute property of the relevant Rubix Party. Any benefit or goodwill derived by or arising out of the use of such trade marks or other Intellectual Property Rights shall accrue to the relevant Rubix Party. You shall, at the request of Rubix at any time, undertake such acts and execute any documents reasonably required by Rubix to vest such property (including any and all such benefit and goodwill) in Rubix or the relevant Rubix Party (as directed by Rubix).

8.4 In respect of the Goods and/or Deliverables that are to be transferred you warrant that you have full, clear and unencumbered title to the Goods and/or Deliverables and that at the date of delivery to Rubix, you will have full and unrestricted rights to sell and transfer the Goods and/or Deliverables to Rubix in accordance with the Contract.

8.5 In respect of the Deliverables that are to be licensed to Rubix under the Contract, you warrant that you have appropriate consent and permissions to license all such Deliverables in accordance with the Contract, and that at the date of delivery to Rubix, you will have full and unrestricted rights to license all such Deliverables to Rubix in accordance with the Contract.

8.6 You hereby grant to Rubix, with effect from the date of delivery, an irrevocable, non-exclusive, world-wide, royalty-free and sub-licensable licence to use the Deliverables (not being Bespoke Deliverables) and perform any act in relation to such Deliverables which would, in the absence of a licence constitute infringement or unauthorised use of any Intellectual Property Rights.

8.7 If any item used by you or on your behalf in the performance of a Contract becomes, or is likely to become, the subject of an infringement or misappropriation claim or proceeding, you shall, in addition to the other rights Rubix may have under this Contract, promptly at your expense: (a) secure the right for you and/or Rubix to continue using the item in accordance with this Contract; or (b) subject to Rubix giving its written consent, replace or modify the item to make it non-infringing, provided that any such replacement or modification shall not degrade the performance, functionality or quality of the affected item.

8.8 You hereby assign to Rubix, with full title guarantee and free from all charges, encumbrances and third-party rights, all Intellectual Property Rights in the Bespoke Deliverables and/or arising as a result of the performance of the Contract. You acknowledge and agree that all such Intellectual Property Rights shall belong to Rubix and you shall do and execute, or arrange for the doing and executing of, any other act and document reasonably requested of you by Rubix to vest ownership in all such Intellectual Property Rights in Rubix free from all charges, encumbrances and third-party rights.

9. INSURANCE, LIABILITY AND INDEMNITY

9.1 You shall maintain in force, with a reputable insurance company, adequate professional indemnity insurance, product liability insurance and public liability insurance to cover such liability as may arise under or in connection with the Contract having regard to your obligations under the Contract, and shall, on Rubix's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

9.2 You shall indemnify and hold harmless each Rubix Party against all loss, damages, claims and expenses which it may directly or indirectly suffer or incur at any time ("**Loss**") arising from or relating to:

(a) any defect in the design, quality or workmanship of the Goods;

(b) any claim that the Goods and/or Services and/or Deliverables, or the use or possession or resale of, or any other dealings in, the same by Rubix and/or any of its Affiliates and/or any third party infringes a third party's Intellectual Property Rights or other rights;

(c) any wilful abandonment or fraudulent or dishonest act or omission by you;

(d) any third-party claim made for Loss sustained due to your negligence or breach of the Contract;

(e) any Product Recall; or

(f) any breach of the Contract (including, for the avoidance of doubt, any failure to comply with the terms of the Rubix Policies or any requirements set out in the Order or Specification).

9.3 Nothing in these Conditions shall limit or exclude either party's and/or their Affiliates' liability for:

(a) death or personal injury resulting from negligence;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 and/or section 2 of the Supply of Goods and Services Act 1982; (d) defective products that arises under the Consumer Protection Act 1987 and/or the General Product Safety Regulations 2005;

(e) the indemnities contained in Conditions 9.2, 9.4, 9.5 and 15.4.

9.4 The Contract constitutes a contract for the provision of services and not a contract of employment. As such, you shall bear exclusive responsibility for the payment of any National Insurance, income tax and any other form of taxation or social security cost ("**Taxation**") in respect of payments made to you under the Contract and shall be responsible for the remuneration payable to and any benefits provided for the Individual and any Substitute including the payment of Taxation. You shall indemnify and keep indemnified us and any Rubix Party against any liability, loss, damage, cost, claim or expense we and/or any Rubix Party may suffer or incur as a result of any claims against us and/or any Rubix Party for such sums and other claims arising out of the Individual and/or any Substitute being found to be an employee of us and/or any Rubix Party (including, without limitation,

any claims against us for any Taxation and other contributions required by law to be paid in respect of any payments made to the Individual under or in connection with this Contract).

9.5 Without prejudice to the indemnity in Condition 9.4, if, for any reason, we or any Rubix Party shall become liable to pay, or shall pay, any Taxation or other payments as referred to in Condition 9.4, we shall be entitled to deduct from any amounts payable to you all amounts so paid or required to be paid by us or any Rubix Party and, to the extent that any amount of taxes paid or required to be paid by us shall exceed the amounts payable by us to you, you shall indemnify us in respect of such liability and shall, upon demand, forthwith reimburse us such excess.

10. INFORMATION, AUDIT RIGHTS AND INSPECTIONS

10.1 You shall, at your own cost, provide Rubix and Rubix's employees with such technical and after-sales support, instructions, training, product information sheets, product safety sheets, operational manuals, user guides and such other information as Rubix may reasonably require in order to ensure the safe and efficient handling, use and maintenance of the Goods by Rubix's employees and customers. You warrant that the information provided is accurate.

10.2 You shall maintain full, true and accurate copies of all records (whether in a physical or electronic form) documenting the performance of your obligations under the Contract until seven (7) years following the termination and/or expiry of the Contract (however arising) or until such time as required by applicable laws and regulations. You shall at all times ensure that Rubix and its personnel are allowed full access to all information, property, records and/or materials relevant to the performance of any Contract.

10.3 You will permit Rubix and Rubix's employees and/or agents access to premises from where the Goods are being manufactured or supplied or where data or information relevant to the Goods is held upon reasonable notice for the purpose of inspecting, auditing, verifying, monitoring and/or testing the manner and performance of your obligations under the Contract and you shall allow Rubix to take copies of or extracts from such books and records following any request from Rubix.

10.4 You will fully investigate any customer complaints which we notify to you and will provide Rubix with a report into the complaint (in a form reasonably satisfactory to Rubix) as follows:

(a) in relation to a customer complaint which relates to a safety issue, within 5 (five) Business Days of request: and

(b) in relation to any other customer complaints, within 15 (fifteen) Business Days of request.

11. RUBIX MATERIALS

11.1 You acknowledge that all materials, equipment, tooling, drawings, specifications and data supplied by Rubix to you (**"Rubix Materials"**) and all rights in Rubix Materials belong to Rubix are to be utilised exclusively for the production and sale of Goods and/or Deliverables for Rubix. You will be responsible for proper maintenance and storage of the Rubix Materials, maintaining them in good condition until returned to Rubix, and not dispose or use the same other than in accordance with Rubix's written instructions or authorisation.

12. CONFIDENTIALITY

12.1 Each party agrees and undertakes that it will treat all Confidential Information disclosed to it by the other party in connection with any Contract as strictly confidential and shall use it solely for the purpose contemplated by the relevant Contract and shall not without the prior consent of the other party, publish or otherwise disclose to any third party any such Confidential Information except for the purposes contemplated by the relevant Contract.

12.2 The obligations of confidentiality set out in this Condition 12 shall not apply to any information or matter which:

(a) is in the public domain other than as a result of a breach of these Conditions;

(b) was in the possession of the receiving party prior to the date of receipt from the disclosing party or was rightfully acquired by the receiving party from other sources;

(c) is required to be disclosed by law, by a competent court or body, the rules of any stock exchange or

(d) was independently developed without reference to the Confidential Information.

13. TERMINATION

13.1 Rubix may, without prejudice to any other rights and remedies of any Rubix Party, terminate the Contract at any time with immediate effect by written notice to you if you:

(a) commit a material breach of any term of the Contract which is irremediable or if remediable is not remedied within 10 (ten) Business Days after being notified in writing to do so;

(b) suffer an Insolvency Event;

(c) suspend or cease, or threaten to suspend or cease, to carry on all or a substantial part of your business;

(d) suffer a change of Control; or
(e) do not comply with your obligations under Condition 15, Condition 16 and/or Condition 17.
13.2 Termination of any Contract shall be without prejudice to any other rights which any Rubix Party may have under that Contract and without prejudice to any rights and liabilities which any Rubix Party may have accrued prior to the date on which termination takes effect.
13.3 The termination and/or expiry of the Contract shall not affect any rights or obligations of the parties' accrued prior to or upon termination or expiry of the Contract nor the continued existence and validity of those Conditions which are intended to come into or continue in force on or after such termination or expiry.
13.4 On termination of the Contract(s) for any reason, you shall immediately deliver to Rubix:
(a) all materials and all copies of data and information provided by Rubix to you for the purposes of the Contract; and
(b) all specifications, programs (including source codes) and other documentation existing at the date of such termination, whether or not then complete. All Intellectual Property Rights in such materials shall automatically pass to Rubix, who shall be entitled to enter your premises to take possession of them.

14. FORCE MAJEURE

Neither party shall be liable to the other for any delay or failure in performing its obligations under the Contract to the extent caused by a Force Majeure Event provided that party uses all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract. If any events or circumstances prevent you from carrying out your obligations under the Contract for a continuous period of more than 10 (ten) Business Days, Rubix may (without prejudice to any other rights and remedies of any Rubix Party) terminate this Contract immediately by giving written notice to you.

15. DATA PROTECTION

For the purposes of this Condition 15 the following definitions apply:
Personal Information means Personal Data which is provided or otherwise made available to you by or on behalf of the relevant Rubix Party in connection with these Conditions.
Processing has the meaning given under the Regulation (and **Process**, **Processed** and **Processes** shall be construed accordingly).
Controller, **Processor**, **Personal Data** and **Data Subject** have the meanings given under the Regulation.
Data Privacy Laws means all laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individuals including, the Data Protection Act 2018, the Directive and the Regulation, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (*SI 2000/2699*), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all laws implementing them, in each case as may be replaced, extended or amended, as well as all applicable formal or informal guidance, rules, requirements, directions, guidelines, recommendations, advice, codes of practice, policies, measures or publications of the Information Commissioner's Office, other relevant regulator, and/or relevant industry body, in each case in any relevant jurisdiction(s).
Directive means the European Commission Directive 95/46/EC with respect to the processing of Personal Data.
Personal Data Breach has the meaning given under the Regulation.
Regulation means (in the case of the UK) the UK General Data Protection Regulation and (in the case of the EU) the General Data Protection Regulation (EU) 2016/679.
15.1 For the purposes of this Contract, the parties acknowledge that the relevant Rubix Party shall be the Controller and you shall be the Processor to the extent that Personal Information is Processed in connection with the Contract.
15.2 In respect of any Processing of Personal Information that you undertake for and on behalf of any Rubix Party in accordance with the Contract, you shall:
(a) Process such Personal Information only (i) for the purpose of performing your obligations under this Contract and as set out in the register maintained pursuant to Condition 15.2(b); (ii) for such other purposes as may be instructed by Rubix or agreed with you as otherwise notified in writing from time to time; (iii) and in accordance with the Data Privacy Laws;
(b) Maintain a data processing register which shall include (i) the subject matter and duration of the Processing, (ii) the nature and purpose of the Processing; (iii) the type of Personal Data and categories of Data Subjects;

(c) Implement appropriate technical and organisational measures to protect the Personal Information against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure in accordance with Data Privacy Laws;
(d) not otherwise modify, amend, remove or alter the contents of the Personal Information or disclose or permit the disclosure of any of the Personal Information to any third party without the prior written authorisation of Rubix;
(e) maintain up to date records of your processing activities performed on behalf of the Rubix which shall include the categories of processing activities performed, information on cross border data transfers and a general description of security measures implemented in respect of the Personal Information;
(f) keep the Personal Information separate from any data that you Process on behalf of any other third party (including business continuity measures and processes for regularly testing, assessing and evaluating the effectiveness of such security measures);
(g) unless otherwise required by Data Privacy Laws, you shall return or delete, at Rubix's sole discretion, all Personal Information upon the termination of the processing activities carried out under this Contract, and promptly provide Rubix with a confirmation in writing that you have done so;
(h) ensure that only those personnel who need to have access to the Personal Information are granted access to such Personal Information (and only for the purposes of the performance of this Contract) and that all of the personnel required to access the Personal Information are reliable and have been informed of the confidential nature of the Personal Information and comply with the obligations set out in this Condition 15;
(i) not appoint a third party or sub-processor without the prior written consent of Rubix, which consent may be withheld at Rubix's absolute discretion or given subject to conditions, and ensure a written agreement is entered into with the relevant sub-third party or contractor which imposes the same obligations on the third party or subcontractor as are imposed on you in this Condition 15;
(j) not transfer Personal Information to a country or territory outside the United Kingdom or European Economic Area except with the prior written consent of Rubix;
(k) immediately notify Rubix if you receive: (i) a request from a Data Subject to access that Data Subject's Personal Data; or (ii) a complaint or request relating to the Data Privacy Laws; (l) immediately notify Rubix in the event you become aware of any Personal Data Breach or any other breach of the Data Privacy Laws; and
(m) permit without charge reasonable access by Rubix to all records, files, tapes, computer systems, or any other information howsoever held by you in respect of your activities pursuant to the Contract for the purposes of reviewing compliance with the Data Privacy Laws.
15.3 You shall remain liable for any Processing carried out by any third party or sub-processor appointed by you.
15.4 You shall indemnify and keep indemnified and defend at your own expense each Rubix Party against all costs, claims, damages and expenses incurred by such Rubix Party or for which that Rubix Party may become liable due to any failure by you or your employees or agents to comply with any of your obligations under this Condition 15.
15.5 The provisions of this Condition 15 shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

16. ANTI-BRIBERY, ANTI-CORRUPTION, AND SANCTIONS COMPLIANCE

You, and your Affiliates, directors, employees, agents, representatives, contractors or sub-contractors shall:
16.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Anti-corruption Laws");
16.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;
16.3 have and shall maintain in place your own policies and procedures, including Adequate Procedures (as defined by the Bribery Act 2010), to ensure compliance with such legislation;
and
16.4 promptly report to Rubix any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance of the Contract;
16.5 not engage in any activities which constitute any other corporate criminal offences such as fraud, failure to prevent fraud, money laundering, terrorist financing, breach of sanctions, tax evasion or facilitation of tax evasion;
16.6 comply with all applicable laws, statutes and regulations relating to corporate criminal offences adopted from time to time including but not limited to the Criminal Finances Act 2017, and the Economic Crime and Corporate Transparency Act 2023 ("Corporate Criminal Offences Laws").
16.7 comply with all applicable laws, statutes and regulations relating to sanctions adopted from time to time by the European Union, the USA, the UK and the United Nations ("Sanctions Laws") and any sanctions policies issued by Rubix ("Rubix Sanction Policy) together with the Rubix Code of Conduct;

16.8 warrant that you are not contravening and have not contravened any Sanctions Laws in force against Russia, and in particular, you have taken all necessary steps to comply with:

- Article 3(g) of EU Regulation 833/2014; and
- Part 5, Chapter 4C of the Russia (Sanctions) EU Exit) regulations 2019 and Schedule 3B to The Russian (Sanctions) (EU Exit) (Amendment) (No.8) Regulations 2022,
  which prohibit the import or export, directly or indirectly, of certain iron and steel products when processed in a third country incorporating iron and steel products originating in Russia.

16.9 have in place adequate policies and procedures designed to prevent and detect any activity, practice or conduct which would infringe any Anti-Corruption Laws, Sanctions Laws, Corporate Criminal Offences Laws, and Rubix Policies.

16.10 comply with the Rubix Code of Conduct available on the Rubix website.

17. MODERN SLAVERY

For the purposes of this Condition 17, the phrase **Slavery and Human Trafficking** shall have the meaning given to it in Section 54 (12) of the Modern Slavery Act 2015 (the "**MSA"**).

17.1 Without prejudice to the generality of Condition 3.5(e), you shall and shall procure (where relevant) that all persons who are performing services or providing goods in connection with, or which will or may be used in performing or to support the performance of a Contract in any part of the world (collectively, its **"Supply Chain"**) shall at all relevant times:

(a) comply with the provisions of the MSA and all applicable laws, regulations, codes and guidance made under it or relating to it, and ensure that all your relevant personnel have received appropriate training on the same;

(b) comply with any Rubix policy relating to modern slavery and/or human trafficking as required by Rubix;

(c) take all reasonable steps to ensure that Slavery and Human Trafficking are not taking place in its business or its Supply Chain; and

(d) immediately notify Rubix if it has reason to believe that it or any member of its Supply Chain is engaged in Slavery and Human Trafficking or is in breach, or is likely to breach, the MSA or any provision of this Condition 17 (or would do so if it were a party to a Contract), or if it receives a communication from any person alleging any of the foregoing.

17.2 You shall ensure that each of your sub-contractors shall be bound in writing by terms equivalent in all respects to those set out in this Condition 17. You shall provide evidence in writing of your compliance with this Condition 17.2 promptly on Rubix's request.

17.3 On Rubix's reasonable request, you shall make, and shall require any relevant member of your Supply Chain to make, such adjustments to its processes that relate to staff hiring and supplier selection as Rubix reasonably considers to be desirable to address any risk of non-compliance with the MSA or this Condition 17.

18. ADVICE AND RECOMMENDATIONS

18.1 You warrant, represent and undertake that:

(a) you have exercised and will exercise all reasonable care and skill in providing advice and recommendations to any Rubix Party;

(b) such advice and recommendations shall be true and accurate; and

(c) you have taken into account and will take into account, in providing advice and/or recommendations to any Rubix Party, any specific requirement made known to you by any Rubix Party.

18.2 You acknowledge that each Rubix Party has relied and will rely on your advice and recommendations to such Rubix Party.

19. GENERAL

19.1 You shall not, without Rubix's prior written consent, assign, transfer or charge, or subcontract all or any of its rights or obligations under the Contract. Rubix may assign and/or transfer and/or charge, and/or subcontract the whole or any part of its rights and/or obligations under the Contract to any Rubix Party without your consent. If Rubix does consent to a subcontracting it will not relieve you of any of your obligations under the Contract.

19.2 Delay or failure in exercising any right or remedy in connection with these Conditions will not operate as a waiver of that right or remedy. No waiver will be effective unless it is in writing and signed by the party granting it.

19.3 Nothing in these Conditions shall be construed to create a partnership, joint venture, agency or employment relationship of any kind between the parties.

19.4 If any term or provision of the Contract is held to be illegal or unenforceable, in whole or in part, under any enactment, court order or rule of law, that term or provision shall to that extent be deemed not to form part of such Contract but the enforceability of the remainder of such term or provision of that Contract shall not be affected.

19.5 The Contract shall be governed by English law and each party irrevocably submits to the non-exclusive jurisdiction of the English courts in respect of any dispute.

19.6 No person other than Rubix, any Rubix Party or you are entitled to enforce the terms of the Contract, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. A Rubix Party who is not a party to the Contract may enforce its terms under the Contracts (Rights of Third Parties) Act 1999. The parties to the Contract may by agreement rescind or vary the Contract without the consent of any person who is not a party to the Contract.
19.7 Any written notice under the Contract shall be given by hand or by tracked delivery addressed to the registered office of the relevant party.
19.8 Without prejudice to Condition 2.3, no variation to the Contract shall be binding unless agreed in writing by both parties.
19.9 In the event of conflict or inconsistency, the documents comprising a Contract shall be interpreted in the following order of priority: the Order, the Specification, the Conditions and the Rubix Policies.

20. OWN-BRAND SPECIAL CONDITIONS

These Conditions 20A to 20D will apply if you supply Own-Brand Goods. For the purposes of these Conditions 20A to 20D the following definitions apply:
Design means: (i) all Intellectual Property Rights relating to the design of the Own-Brand Goods (including, relevant designs, drawings and specifications); (ii) relevant packaging; and (iii) the tools, machinery and equipment required for use in connection with the manufacture of the Own-Brand Goods together with such additional tools, machinery and equipment as may be required from time to time.
Own-Brand Goods means Goods to be manufactured, packaged and sold by you to Rubix in accordance with the Contract and which are branded with the Rubix Branding.
Standard Design means a standard product Design developed by you to which Rubix Branding will be applied.
Rubix Branding means certain trade marks, trade names, signs, emblems and logos of Rubix, whether registered or unregistered.
Rubix Design means a Design commissioned by Rubix.

20A DESIGN AND SPECIFICATION

20A.1 You shall not make any changes to the design, manufacture or specification of the Own-Brand Goods without Rubix's prior written approval.
20A.2 Either party may request changes to the Specification. Any change request shall be made in writing and sent to the other party's representative. Change requests shall set out a detailed explanation of the change, the proposed timetable for the change, and the effect on the Specification. The parties shall implement agreed changes as soon as reasonably practicable. Pricing of new Own-Brand Goods shall be in a manner consistent with the calculation of the prices of existing Own-Brand Goods.
20A.3 Unless otherwise stated in the Specification, you agree to indemnify Rubix in full for any losses, damages, claims or expenses which Rubix may suffer directly or indirectly arising out of or in connection with any "defect" in the Own-Brand Goods as defined in the Consumer Protection Act 1987.

20B. RUBIX BRANDING

20B.1 The Own-Brand Goods may incorporate Rubix Branding in the manner indicated in the Specification. You shall comply strictly with the directions of Rubix regarding the form and manner of the application of the Rubix Branding. Apart from the Rubix Branding, no other trade mark or logo may be affixed or used in relation to the Own-Brand Goods.
20B.2 The Rubix Branding shall be and remain the absolute property of Rubix. Rubix grants you a non-exclusive, non-transferable licence to use the Rubix Branding solely and strictly for the proper operation of the Contract and in such manner as not adversely to affect Rubix's reputation or goodwill. This licence will terminate upon expiry of the Contract.
20B.3 Any benefit or goodwill derived by or arising out of the use of the Rubix Branding shall accrue to, and be assigned to, Rubix. You shall not, at any time, claim any right or property in the Rubix Branding or any other words or logo using the Rubix Branding, or register or cause to be registered or claimed in any part of the world any trade mark, service mark, trade name, copyright, sign, emblem, logo or design which is identical or similar to, or contains the Rubix Branding.

20C. DESIGN AND EXCLUSIVITY

20C.1 If we tell you (in the Specification or elsewhere) that the Own-Brand Goods will be supplied by you to a Rubix Design:
(a) the Rubix Design shall vest in and be the absolute property of Rubix;
(b) any benefit or goodwill derived by or arising out of the use of the Rubix Design shall accrue to, and be assigned to, Rubix;
(c) you shall use the Rubix Design exclusively for the manufacture of the Own-Brand Goods, and the supply of such Own-Brand Goods to Rubix, in accordance with the Contract; and
(d) you shall not under any circumstances, directly or indirectly, manufacture or supply the Own-Brand Goods using the Rubix Design to or for the benefit of any other person.
20C.2 If we tell you (in the Specification or elsewhere) that the Own-Brand Goods will be supplied by you to a Standard Design:

(a) the Standard Design shall remain vested in you and you shall grant to Rubix all necessary rights so that Rubix can fully benefit from the Contract;
(b) you shall manufacture and supply the Own-Brand Goods to the extent that they incorporate Rubix Branding to Rubix on an exclusive basis; and

(c) you shall not under any circumstances, directly or indirectly, manufacture or supply the Own-Brand Goods incorporating Rubix Branding to or for the benefit of any other person.

20D. ADDITIONAL TERMINATION PROVISIONS

20D.1 On the termination or expiry of the Contract, you shall cease to manufacture the Own-Brand Goods and you shall have no claim against us for compensation for loss of any description arising out of or in connection with the termination of the Contract.

20D.2 Upon the termination or expiry of the Contract, all Confidential Information and all drawings, data, material and other documents including, samples, formulae, specifications, catalogues and advertising materials relating to the Own-Brand Goods and any copies of the same produced exclusively for and/or owned by Rubix in your possession or under its control shall also be immediately returned to Rubix and you shall be obliged to confirm in writing that you have satisfied your obligations under this Condition 20D.2 and hold no further Confidential Information relating to the Own-Brand Products.