

## **1. INTERPRETATION**

1.1. In these standard terms of purchase ("Terms") the following words shall have the following meanings:

"Applicable Warranty Period"	means, in relation to any Goods, the warranty period applicable to those Goods being twelve (12) months from the Delivery Date and in relation to Services, the period of ninety (90) days from the date of completion of the Services, unless otherwise agreed in writing between the parties;
"Business Day"	means a day other than Saturday, Sunday, or public holiday in England when banks in London, England are open for business;
"Company"	means whichever Group Company issues the Order;
"Contract"	means the agreement between the Company and the Supplier for the supply of the Goods and/or Services set out in the Order and any Specification;
"Counterfeit Part"	means a part that is (i) an unauthorised copy or substitute that has been identified, marked, and/or altered by a source or misrepresented to be an authorised item of a legally authorised source;
"Data Protection Legislation"	means the UK General Data Protection Regulation (EU 2016/679), The Data Protection Act 2018, and all applicable laws and regulations relating to the processing of personal data and privacy, including, where applicable, the guidance and codes of practice issued by the Information Commissioner;
"Delivery"	means, unless otherwise agreed in writing between the parties, the delivery of the Goods to the Company in accordance with DDP, Incoterms 2020;
"Delivery Address"	means the address for the Delivery stated in the Order;
"Equipment"	means all tools, apparatus, parts, components, or other equipment or goods supplied by the Company to the Supplier in connection with the Contract or obtained or created by the Supplier at the Company's cost;
"Group Company"	means Oxford Instruments plc or any subsidiary of that company;
"Goods"	means the goods listed in the Order and any spare parts for such Goods subsequently supplied and all necessary manuals and operating information relating to them delivered or to be delivered to the Company by the Supplier;
"Liability in relation to"	means liabilities, losses, damages, expenses (including, without limitation, legal costs on a full indemnity basis and value added tax ("VAT") and other applicable taxation), claims, proceedings, and demands whatsoever arising directly or indirectly out of or in connection with;
"Materials"	means all Specifications, designs, drawings, models, computer programs, know-how, and information supplied by the Company or generated by the Supplier at the Company's cost or to the order of the Company in connection with the Contract or obtained or created by the Supplier for or in the course of the Contract;
"Order"	means the purchase order form issued by the Company to the Supplier;
"Performance"	means provision of the Services to the Company;
"Price"	means the total price of the Goods and/or Services stated in the Order;
"Services"	means the services described in the Order to be carried out by the Supplier under the Contract;
"Software"	means any software used in the operation of the Goods and, where relevant, includes any documentation supplied to aid the use of such software;
"Specification"	means any applicable documents, designs, data, or other information relating to the Goods and/or Services supplied by the Company to the Supplier or agreed to in writing by the Company;
"Supplier"	means the person, firm, or company of the Goods and/or Services as stated in the Order;
"Supplier Quality Manual" or "SQM"	means the Company's quality manual for its Representatives and Suppliers, which is available via this link: <a href="http://www.oxinst.com/assets/compliance/SQM_1.pdf">www.oxinst.com/assets/compliance/SQM_1.pdf</a>

"Updates"

means any periodic Software releases, if any, for the purposes of providing minor enhancements and/or improvements, patches, fixes, or the like to the Software or resolving technical issues related to the Company's then current version of the Software.

- 1.2. In these Terms: (a) references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision from time to time amended, consolidated, modified, extended, re-enacted, or replaced; (b) the headings will not affect the construction of these Terms; and (c) references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.
- 1.3. Subject to the Contract provisions, phrases defined in the International Chamber of Commerce's Incoterms 2020 shall have the meaning and import the obligations contained therein.
- 1.4. Any contract provision wholly or partly invalid or unenforceable for any purpose shall be severed for that purpose (subject to any necessary consequential modifications), shall remain valid and enforceable for all other purposes, and shall not affect the remainder of the Contract.
- 1.5. Each Order shall be deemed to be an offer by the Company to purchase the Goods and/or Services subject to these Terms and an Order shall be accepted by the Supplier on the earlier of: (a) the Supplier giving written notice of acceptance; or (b) any act by the Supplier consistent with fulfilling the Order. These Terms prevail over any terms or conditions contained in any other documentation issued by the Supplier in connection with the Order. These Terms shall apply to any repaired or replacement Goods and/or Services provided by the Supplier hereunder.
- 1.6. The Contract shall comprise solely these Terms, the Order, and any Specification. Any variation of the terms of the Contract shall be agreed in writing by the Company and if any conflict exists between the terms of the Contract and any terms as so varied, the latter shall prevail.

## **2. SPECIFICATION AND TESTING**

- 2.1. The quantity, quality, and description of the Goods and/or the Services shall be as specified in the Order and any Specification. If the Company has supplied the Specification, the Company from time to time may vary the Specification by notice to the Supplier and the Supplier shall comply with such variations provided such notice is given a reasonable time before the agreed Delivery date or commencement of Performance.
- 2.2. The Company may, by notice in writing not less than seven (7) days before Delivery, vary the number of units of Goods under any Order (and the Price shall be varied accordingly).
- 2.3. The Company may:
  - (a) inspect and test the Goods during manufacture, processing, or storage at the premises of the Supplier or any third party prior to despatch and may use the Supplier's facilities for the purpose;
  - (b) review the Services and their method of provision at any time prior to completion of Performance.
- 2.4. If as a result of any inspection or testing the Company is not satisfied that the Goods and/or Services will comply in all material respects with the Contract, the Company shall, within fourteen (14) days after such inspection or testing, inform the Supplier that it reasonably considers the Goods and/or Services will not comply with the Contract and the Supplier shall immediately take such steps as are necessary to ensure compliance (and the Company shall have the right to undertake further inspection and testing). The Company shall not be obliged to pay any relevant part of the Price until any non-compliance of any inspection or testing is remedied and no such inspection or testing shall diminish or otherwise affect the Supplier's obligations under the Contract.
- 2.5. The Supplier shall mark any Goods in accordance with any applicable laws, regulations, and requirements of the Company or its carrier, and shall properly pack, label, and secure them to ensure they reach their destination undamaged.
- 2.6. The Supplier warrants that the Goods, their importation, use, resale and/or the Services shall not infringe any intellectual property rights and it shall indemnify and keep indemnified the Company against all liability in relation to any breach of such warranty and against any alleged infringement of third party intellectual property rights of any kind except to the extent that such breach or claim results from compliance with a Specification. The Company shall give written notice of any claim to the Supplier and shall not make any admission of liability.
- 2.7. For customs and excise purposes and to allow the Company to obtain a refund of any import duty paid, the Supplier shall promptly provide written acknowledgement of any returned Goods and shall state the refund, replacement, or relevant repair action.

## **3. PRICES**

- 3.1. The price of the Goods and/or Services shall be stated on the Order and, unless otherwise agreed in writing by the Company, the Price shall be:
  - (a) fixed for the duration of the Contract;
  - (b) exclusive of any applicable VAT (which the Company will pay upon and subject to receipt of a relevant VAT Invoice); and

- (c) inclusive of all charges for packaging, shipping, carriage, and delivery to the Delivery Address and any sales, excise, or other duties, taxes, levies (except VAT) incurred in connection with the fulfilment of the Supplier's obligations under the Contract.
- 3.2. Unless otherwise stated in the Order or agreed in writing by the Company, the Supplier may invoice the Company for:
  - (a) the Goods on or at any time after the completion of Delivery; and
  - (b) the Services on or at any time after their completion.
- 3.3. No Price increase or extra charges (whether due to increased material, labour, or transportation costs or otherwise) will be levied to any Order unless expressly accepted in writing by a duly authorised representative of the Company.
- 4. PAYMENT**
- 4.1. All order documentation and invoices shall quote the Company's Order reference and part numbers where applicable.
- 4.2. The Company shall pay the Price within thirty (30) days after the end of the month in which the Company receives a proper invoice from the Supplier.
- 4.3. Without prejudice to any other right or remedy it may have, the Company reserves the right, at any time, to set off against the Price (including any VAT payable) any sums owed to any Group Company by the Supplier on any account whatsoever or which are the subject of a bona fide dispute and may withhold payment pending compliance in full by the Supplier with its obligations under the Contract or under any contract with a Group Company.
- 5. DELIVERY AND PERFORMANCE**
- 5.1. Delivery shall be to, and Performance shall take place at, the Delivery Address, or such other address as the Company may advise the Supplier in writing prior to Delivery. The Supplier shall deliver the Goods in the quantities and on the date(s) specified in the Order. If no such date for Delivery is specified then Delivery shall, unless otherwise agreed in writing by the parties, take place within twenty-eight (28) days after the Company places the Order ("Delivery Date"). Delivery of the Goods and/or Performance shall only be accepted by the Company during the Company's business hours unless otherwise instructed by the Company. The Supplier shall obtain a delivery receipt signed by an authorised member of the Company's staff.
- 5.2. The Supplier shall give written notice of shipment of the Goods to the Company when the Goods are delivered to a carrier for transportation. The Supplier shall provide to the Company all shipping documents, including the commercial invoice, packing list, and any other documents necessary to release the Goods to the Company. The Order reference must appear on all shipping documents, shipping labels, invoices, correspondence, and any other documents pertaining to the Order. The Supplier assumes all responsibility for shipments of Goods requiring any government import clearance.
- 5.3. The time of Delivery and of Performance is of the essence of the Contract.
- 5.4. If so required by the Company, the Supplier shall provide a Certificate of Conformity with the relevant Specification with each Delivery and failure to supply such a Certificate when requested will entitle the Company to reject the Delivery in whole or in part.
- 5.5. The Supplier shall ensure that each Delivery is accompanied by a packing note stating the Company's Order reference, part numbers, date of the Order, number of packages and contents and, in the case of partial delivery, the outstanding balance remaining to be delivered by the Supplier.
- 5.6. The Supplier shall not deliver in instalments unless otherwise agreed in writing by the Company.
- 5.7. If the Supplier delivers more than the quantity of the Goods in the applicable Order, the Company may reject all or any excess Goods. Any such rejected Goods shall be returned to the Supplier at the Supplier's risk and expense. If the Company does not reject the Goods and instead accepts the Delivery of the Goods at the increased quantity, the Price for the Goods shall be adjusted accordingly.
- 5.8. The Company shall not be deemed to have accepted any Goods or Services until it has had a reasonable opportunity after Delivery or Performance to review or inspect such Goods or Services or until any latent defect in them has become apparent (whichever occurs later). If the Company rejects any portion of the Goods, the Company has the right, upon written notice to the Supplier, to:
  - (a) rescind the Order in its entirety;
  - (b) accept the Goods at a reasonably reduced price; or
  - (c) reject the Goods and require a replacement of the rejected Goods.

If the Company requires replacement of the Goods, the Supplier shall, at its expense, within seven (7) days, or such other period as the parties may agree, replace the non-conforming Goods and pay for all related expenses including, but not limited to, transportation charges for the return of the defective Goods and Delivery of the replacement Goods. Any inspection or other action by the Company shall not reduce or otherwise affect the Supplier's obligations under the Order, and the Company shall have the

right to conduct further inspections after the Supplier has carried out its remedial actions.

- 5.9. The Goods shall be packaged for shipment according to the Company's instructions on the Order or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Unless otherwise stated in the packing note (in which case the Supplier will pay all costs of return) the Company may retain or dispose of any packaging materials.
- 5.10. The Services will be deemed to have been completed only after the Supplier has notified the Company in writing of such completion.
- 5.11. If Delivery or Performance does not take place on the Delivery Date, the Price shall be reduced by way of liquidated damages for delay by 0.1% of the Price per day up to a maximum of 5% of the Price (and the Supplier shall repay any amount overpaid).
- 6. PROPERTY AND RISK**
- 6.1. Risk of damage to or loss of the Goods or, if delivered in instalments, that instalment, shall pass to the Company upon Delivery.
- 6.2. Subject to sub-clause 6.3, the Company shall become the owner of the Goods or any instalment of the Goods upon the earlier of:
  - (a) payment for such Goods or instalment;
  - (b) delivery of such Goods, or instalment to a customer of the Company; or
  - (c) the conversion or incorporation of such Goods, or instalment into work in progress of the Company.
- 6.3. When the Company has paid at least half of the Price it shall be the owner of all part-finished work, components, sub-assemblies, and materials acquired or produced for or appropriated to the Contract; thereafter all such items shall become property of the Company upon being acquired or produced for or appropriated to the Contract.
- 6.4. All Equipment and Materials shall be and remain the sole property of the Company; shall not be used by the Supplier except for performance of the Contract; and shall be held by the Supplier at its sole risk.
- 6.5. The Supplier shall keep all items which are the property of the Company clearly segregated from other items and identified as such and shall comply with the Company's reasonable instructions in this respect.
- 6.6. Upon termination of the Contract or earlier at the Company's request after they are no longer required to perform the Contract, the Supplier shall deliver the Equipment and Materials to the Company together with all copies, notes, and memoranda of the Materials and shall delete, to the extent possible, any Materials held by it on its computer systems. The Company may enter the Supplier's premises to take possession of, remove, or delete such items if the Supplier fails to comply and the Supplier grants to the Company an irrevocable licence to enter onto any such premises for this purpose.
- 7. SOFTWARE**
- 7.1. Unless otherwise agreed in writing between the parties, any Software shall be delivered to the Company ready for use on the Delivery Date.
- 7.2. Any defect in the Software will be repaired by the Supplier free of charge within seven (7) days.
- 7.3. The Supplier shall provide Updates to the Software, which shall be included in the Price, from time to time that such Updates are required or requested by the Company, or when a newer version of the Software is placed on the market.
- 8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**
- 8.1. The Supplier acknowledges that all Materials are confidential and agrees to keep them confidential and not to disclose, allow to be disclosed, or use any of the same except as necessary for the proper performance of the Contract.
- 8.2. The Supplier shall treat in confidence and shall not disclose information concerning the business, products, markets, sales, customers, plans, or other affairs of the Company which it obtains from any Group Company by reason of the Contract and shall not use such information for its own benefit or in any manner which might be detrimental to the Company other than as required for the performance of the Contract.
- 8.3. If in the course, or for the purposes of the Contract, the Supplier (by its employees or contractors) generates any writings, drawings, software, or other work in which copyright may subsist, or makes any invention, discovery, or improvement ("Work"):
  - (a) the Supplier shall promptly disclose any Work to the Company and give to it all information which is relevant or reasonably requested by the Company;
  - (b) all intellectual property rights in the Work shall be deemed a work for hire and be the sole property of the Company;
  - (c) the Supplier hereby assigns any and all intellectual property rights in the Work to the Company, shall sign and deliver such assignments and other instruments as may reasonably be required by the Company to give effect to its rights and at the expense of the Company shall take such other steps as the Company requests to register or otherwise protect its rights;

- (d) the Supplier hereby waives any moral or other similar or analogous rights it may have in respect of the Work and will not use the Work for its own purposes or commercial gain.
- 8.4. The Supplier shall give and procure that its employees and suppliers give to the Company such confidentiality undertakings as the Company may from time to time reasonably request.
- 9. WARRANTIES AND LIABILITY**
- 9.1. The Supplier warrants to the Company that the Goods, their manufacture, packaging, and delivery:
- will be of satisfactory quality and fit for any purpose held out by the Supplier or known to it as a requirement of the Company when the Order is placed;
  - will be free from defects in design, material, and workmanship for the Applicable Warranty Period;
  - will correspond with any relevant specification (including the Specification) or sample;
  - will comply with all applicable requirements and regulations of law or any public authority or trade or professional body, and those requirements set out in the SQM, relating to the manufacture and sale of the Goods; and
  - will comply with all specific written representations, warranties, and statements made or given by the Supplier, its servants, or agents.
- 9.2. The Supplier warrants to the Company that the Services will be performed by appropriately qualified and trained personnel with due care and diligence and to the highest standards reasonable for the Company to expect and in compliance with all applicable requirements and regulations of law or any public authority or trade or professional body relating to Performance.
- 9.3. If, within the Applicable Warranty Period, the Goods prove defective by reason of faulty design, workmanship or materials, or the Supplier receives notice from the Company that any Services were not performed in accordance with the relevant Specification, the Supplier will promptly adjust, repair, or replace the Goods or re-perform any non-compliant Services free of charge.
- 9.4. The Supplier warrants that it has, and shall maintain in effect, all licences, permissions, authorisations, consents, and permits that it needs to carry out its obligations under the Contract.
- 9.5. The Supplier shall indemnify and keep indemnified the Company against all liability in relation to:
- death, injury, or damage to person or property to the extent caused (directly or indirectly) by any defect in the Goods;
  - all cost incurred by the Company in recalling or rectifying any Goods supplied by the Supplier if such recall or rectification was reasonably considered expedient by the Company by reason of an actual or suspected defect in the Goods or Services;
  - any act or omission of the Supplier or its employees, agents, or sub-contractors in supplying, delivering, and installing the Goods.
- 9.6. The Supplier shall not be liable under this clause 9 in respect of any defect in the Goods to the extent that it is caused by compliance with a Specification unless the Supplier ought reasonably to have foreseen that the defect would have arisen from the same and did not inform the Company in writing a reasonable time before Delivery.
- 9.7. The Supplier warrants to the Company that in performing its obligations under the Contract it shall, and shall ensure that each of its subcontractors and any other person acting on its behalf shall, comply with all applicable laws, statutes, regulations, and codes relating to modern slavery and anti-bribery and anti-corruption, including, but not limited to, the Modern Slavery Act 2015, the Bribery Act 2010, and the Code of Conduct of the Responsible Business Alliance ("Laws"). The Supplier shall use all reasonable endeavours to ensure that there is no slavery, human trafficking, bribery or corruption in its business or supply chains, and it shall have and maintain its own policies and procedures, including, but not limited to, adequate procedures under the Bribery Act 2010 (as defined therein), to ensure compliance with the Laws and will enforce them where appropriate. The Supplier shall promptly notify the Company as soon as it becomes aware of any actual or suspected slavery, human trafficking, bribery or corruption in its business or supply chains.
- 9.8. Upon request of the Company, the Supplier shall determine whether any Goods contain tin, tantalum, tungsten, gold, or any other materials that are designated under applicable rules of the United States Securities and Exchange Commission ("SEC") as a "conflict mineral". If no Goods contain one or more conflict minerals that are necessary to the functionality or production of such Goods within the meaning of applicable SEC rules and interpretations, Supplier shall, upon request, certify the same to the Company. If any Goods contain one or more conflict minerals, the Supplier shall certify to the Company the country of origin of any such conflict mineral(s) or that the conflict mineral(s) came from recycled or scrap sources within the meaning of those terms under applicable SEC rules. If the Supplier is unable to identify the country of origin, and the conflict

- mineral(s) in question did not come from recycled or scrap sources, the Supplier shall in good faith conduct an inquiry of its relevant suppliers as to the country of origin of such conflict mineral(s), and such inquiry shall comply with then-existing standards under SEC rules for the conduct of a reasonable country of origin inquiry. In the event that the Supplier is or becomes aware that any conflict mineral(s) that are necessary to the functionality or production of any Goods originated from a "covered country" within the meaning of the SEC's conflict minerals rules and did not come from recycled or scrap sources, the Supplier shall make a good faith effort to determine whether such conflict minerals came from a processing facility certified as conflict free by a recognised industry group that requires an independent private sector audit of the smelter or from an individual processing facility that has obtained an independent private sector audit that is publicly available, and to provide written documentation of such determination. The Supplier shall also take such additional actions and provide such additional information requested by the Company as may be necessary in order for the Company to be or remain compliant with applicable laws, rules, and regulations relating to conflict minerals.
- 9.9. The Supplier represents and warrants that only new and authentic parts and Materials are used in Goods ordered by the Supplier and that such Goods contain no Counterfeit Parts. No other Part other than a new and authentic part shall be used unless approved in advance in writing by the Company. To further mitigate the possibility of the inadvertent use of Counterfeit Parts, the Supplier shall only purchase authentic parts/components directly from original equipment manufacturers ("OEMs") and original component manufacturers ("OCMs") or through the OEM's/OCM's authorised distributors.
- 9.10. The Supplier shall make available at the Company's request, OEM/OCM documentation that authenticates traceability of the parts to the applicable OEM/OCM.
- 9.11. The Supplier shall maintain a documented system (policy, procedure, or other documented approach) that provides for prior notification to the Company with written approval before parts are procured from sources other than OEMs/OCMs or through the OEM's/OCM's authorised distributors. The Supplier shall provide copies of such documentation for its system upon the Company's request.
- 9.12. The Supplier's system shall be consistent with applicable industry standard for the detection and avoidance of Counterfeit Parts and suspect Counterfeit Parts.
- 9.13. The Supplier shall flow these requirements to its subcontractors and suppliers at any tier for the performance of the Company's Order.
- 10. PROVISION OF INFORMATION AND SPARES**
- 10.1. The Supplier shall deliver to the Company in good time for its optimum use (not being later than Delivery) all information relating to the Goods and/or the Services, which might reasonably be expected to be required by the Company, including without limitation:
- information necessary to receive, assess, and accept the Goods and/or Services;
  - information necessary to ensure effective, safe, and efficient use of the Goods;
  - effective warnings as to any hazards relating to the Goods;
  - marking sufficient to identify the Goods in the Supplier's production sequence.
- 10.2. Upon discovering or suspecting any defect in the Goods the Supplier shall immediately inform the Company by e-mail ([quality\\_issue@oxinst.com](mailto:quality_issue@oxinst.com)) or urgent courier delivery of the defect with all information reasonably necessary to enable the Company to decide upon appropriate action (including, without limitation, the nature of the defect and its likely consequences, the likely frequency of occurrence of the defect and the identity – by batch identification number and date – of the Goods) and shall co-operate in all action which the Company decides upon.
- 10.3. The Supplier shall provide the Company with such information relating to the Contract, Delivery, Performance, and the Goods and/or Services as the Company may from time to time reasonably request.
- 10.4. The Supplier shall maintain and retain for a period of at least ten (10) years from Delivery all records and information necessary to enable it fully to perform its obligations under this clause 10 and shall make them available for inspection by the Company upon request.
- 10.5. The Supplier shall supply on reasonable terms spare parts and Software support for the Goods when ordered and/or requested by the Company at any time during the reasonable life span of the Goods not being less than eight (8) years after the last delivery of such Goods to the Company.
- 10.6. The Supplier shall provide the Company with a minimum of one (1) year notice, in writing, if the Supplier intends to, or becomes aware of circumstances which may cause it to, cease the production of any Goods supplied to the Company in the preceding ten (10) years. Within the relevant notice period, the Supplier shall meet all Orders for Goods and shall provide all reasonable co-operation requested by the Company, and all information requested by the Company, to enable the Company to procure or establish an alternate source of supply for such Goods. At the Company's request the Supplier shall also:

- (a) offer to sell to the Company any tooling or equipment specifically purchased or modified for the supply of such Goods, at the price paid by the Supplier for such tooling or equipment less a reasonable deduction for any degradation and/or depreciation to the tooling or equipment; and
- (b) offer to licence to the Company on a worldwide, non-exclusive basis, with the right to grant sub-licences, all technical information and intellectual property rights required to manufacture, sell, and use the Goods. The licence terms shall be such commercially reasonable terms as would be agreed by a willing licensee and licensor.

## 11. TERMINATION

11.1. At any time prior to Delivery or Performance, the Company may cancel the Order in respect of all or part of the Goods and/or Services by notice to the Supplier. The Company shall incur no liability in respect of such cancellation save where it relates to Services or to Goods unique to the Order and made specifically pursuant to it and for which the Supplier is unable to find an alternative purchaser within a reasonable time. In this event, such liability shall be limited to payment of the lesser of:

- (a) the Price minus an amount in respect of all taxes, duties, and charges for packaging, shipping, carriage, and Delivery; and
- (b) the costs incurred by the Supplier in respect of the Order to the date of cancellation.

11.2. The Company may terminate the Contract by notice at any time without liability if:

- (a) direct or indirect control of the Supplier passes from the present shareholders, owners, or controllers to other persons whom the Company in its absolute discretion regards as unsuitable; or
- (b) the Supplier becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it, proceedings relating to bankruptcy, receivership, reorganisation, or assignment for the benefit of creditors.

11.3. Upon termination of the Contract howsoever arising (unless by reason of the sole default of the Company or at the Company's instance without cause or by reason of one of events in 11.2 above occurring in relation to the Company) the following provisions shall have effect:

- (a) property in and Goods already produced but undelivered or in the process of manufacture and any raw materials or components appropriated to the Contract shall pass to the Company (subject to payment therefor on a quantum meruit basis and less any direct loss or expense incurred by the Company by reason of the early termination of the Contract) and the Supplier grants an irrevocable licence to the Company's representatives to enter the Supplier's premises to remove the same;
- (b) the Supplier hereby grants to the Company an irrevocable, worldwide, royalty-free, non-exclusive licence to use all information and intellectual property rights used by the Supplier in relation to the Goods or their production and which are not already the property of the Company in order to make or have made the Goods;
- (c) the Supplier shall grant access to the Company to all records relating to the Goods and permit the Company to take such copies, notes, or memoranda of the same as the Company may in its discretion require to make or have made the Goods;
- (d) the Supplier shall provide such other information and assistance as the Company may reasonably require to assist it in it completing the production of the Goods.

11.4. Clauses 6, 8, 9, 10, 11, 13, 16.5, 16.6, 16.7 and 16.8 hereof shall continue to have effect notwithstanding termination of the Contract. Termination of the Contract shall not affect the accrued rights of the parties at the date of such termination; the remedies of the parties shall be cumulative and not exclusive.

## 12. SUPPLIER QUALITY MANUAL

12.1. Notwithstanding the foregoing, the Supplier warrants that it will comply with all applicable obligations set out in the Supplier Quality Manual, a copy of which is available on request and via this link: [www.oxinst.com/assets/compliance/SQM\\_1.pdf](http://www.oxinst.com/assets/compliance/SQM_1.pdf)

## 13. DATA PROTECTION & CYBER SECURITY

13.1. The Supplier shall comply with any notification requirements under the Data Protection Legislation and the Supplier shall duly observe all obligations under the Data Protection Legislation which arise in connection with the Contract.

13.2. Notwithstanding clause 13.1, the Supplier shall, in relation to any personal data processed in connection with the Contract:

- (a) process that personal data of the Company only on the written instructions of the Company, unless required by Data Protection Legislation to otherwise process that personal data;
- (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate

to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction, or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability, and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it); and

- (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential.

13.3. The Supplier and its subsidiaries shall:

- (a) implement appropriate technologies, processes, procedures, and controls designed to protect all information technology systems, operation technology systems, networks, internet enabled applications or devices, and the data contained within such systems ("Cyber Security") from any loss or unauthorised destruction, alteration, disclosure of, access to, or control of such information technology systems, operation technology systems, networks, internet enabled applications or devices, and the data contained within such systems ("Cyber Security Incident");
- (b) have in place appropriate plans and procedures to allow the Supplier to respond efficiently and effectively to a Cyber Security Incident;
- (c) regularly review the Cyber Security arrangements to verify its application in practice and maintain and keep records evidencing the same; and
- (d) warrant that any third party providing services on behalf of the Supplier in connection with the Contract complies with the terms of this clause 13.3.

13.4. If the Supplier becomes aware of a Cyber Security Incident which affects or is likely to affect either party's Cyber Security, it shall promptly notify the Company and:

- (a) promptly take all steps reasonably necessary to mitigate and/or resolve the Cyber Security Incident; and
- (b) as soon as reasonably practicable, but no later than twelve (12) hours after the original notification, provide the Company with any information it may have which may assist the Company in mitigating and/or preventing any effects of the Cyber Security Incident.

13.5. The Supplier shall indemnify the Company against all liabilities, costs, expenses, damages, and losses (including any direct, indirect, or consequential losses, loss of profit, loss of reputation, and all interest, penalties, and legal costs (calculated on a full indemnity basis) and other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any breach of clause 13.2 and/or 13.3.

## 14. INSURANCE

14.1. During the term of the Contract and for a period of twelve (12) months thereafter, the Supplier shall, at its own expense, effect and maintain all insurances which a prudent and competent person entering into the Contract would maintain in respect of its obligations thereunder, including, without limitation:

- (a) insurance in the full replacement value of any items for the time being at risk;
- (b) insurance in a prudent amount in respect of any liability under clause 9 and sub-clause 2.6.

14.2. The Supplier shall provide the Company upon request with full details of all such insurance cover held by it.

14.3. The Supplier shall provide the Company with a minimum of thirty (30) days' advance written notice in the event of a cancellation or material change in the Supplier's insurance policy.

## 15. FORCE MAJEURE

15.1. Neither party shall be liable to the other party or be deemed to have defaulted under, or breached the Contract, for any failure or delay in fulfilling or performing any term of the Contract when and to the extent that such party's (the "Impacted Party") failure or delay is caused by or results from any cause whatsoever beyond its reasonable control, including, without limitation, fire, flood, or act of God; natural disaster; armed conflict; terrorist attack; civil war; civil commotion or riots; war; sanctions or embargoes; any labour or trade disputes, strikes or industrial actions (whether involving employees of either party or of a third party); epidemic or pandemic; equipment or supply difficulties; any rule or action of any public authority; transportation delays; refusal or delay in granting or revocation, cancellation, or withdrawal of any necessary licence, approval, consent, or permit ("Force Majeure Event"). The Impacted Party shall give written notice within seven (7) days of the Force Majeure

Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimised. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable and after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this clause 15.1, the other party may thereafter terminate the Contract immediately upon written notice.

#### **16. GENERAL**

- 16.1. The Contract shall comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, whether written or oral, relating to its subject matter.
- 16.2. The Contract is personal to the Supplier, which shall not without the Company's written consent assign or transfer, purport to assign or transfer, or sub-contract to any other person any of its rights, obligations, or performance under the Contract.
- 16.3. All notices or other communications under the Contract shall be written in the English language addressed to the other party's principal place of business (being, in the case of the Company, the address shown in the Order) or such other address as may have been notified for the purpose of the party giving notice or to the address of the other party to which normal communications relating to the Contract have been or are being sent in the ordinary course. Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
  - (b) if sent by pre-paid first class post or recorded delivery, at 9.00am on the second Business Day after posting; or
  - (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 16.4. No time or other indulgence shall constitute a waiver of any right or remedy and no waiver of any breach shall be considered as a waiver of any subsequent breach of the same or any other provision. Rights and remedies are cumulative, and no choice of remedy shall exclude any other remedy.
- 16.5. The Supplier shall not without the Company's prior written consent use the Supplier's name, trade marks, or connection with the Company in any announcement, publicity, or literature, nor make any announcement relating to the Contract.
- 16.6. The rights and remedies of the parties to the Contract shall be cumulative and not exclusive.
- 16.7. A person who is not a party to the Contract has no right to enforce any term of the Contract, but this does not affect any right or remedy of a third party which exists or is available apart from under the Contracts (Rights of Third Parties) Act 1999.
- 16.8. All Contracts shall in all respects be governed and construed in accordance with English law and the Supplier irrevocably submits to the exclusive jurisdiction of the courts of England without prejudice to which the Company may apply for any provisional or conservatory measures or interim relief in any court having jurisdiction in the Supplier's country or the country where the Goods are then located.