

**GENERAL CONDITIONS OF PURCHASE for United Kingdom - SERVICES**Code: GTC-01
Version: 01.0Applicable to: European Procurement Services Organisation
Approved by: European Director of ProcurementRevision date:
01.11.2016**1. DEFINITIONS AND INTERPRETATION**

In these Conditions (unless the context otherwise requires), the following words and phrases shall have the following meanings:

"Buyer" means the entity purchasing the services being either (1) Arconic Europe SARL; or (2) any company that is (a) a subsidiary or an affiliate of, or is related to, Arconic Europe SARL. and (b) the entity procuring services, or for whose account services are being procured, hereunder;

"Buyer Sites" means premises owned, controlled or occupied by Buyer or a member of the Buyer Group which are made available for use by the Supplier or its sub-contractors for provision of the Services on the terms set out in these Conditions, the Order, the Scope of work or any separate agreement or licence;

"Charges" means the Supplier's charges for providing the Services as set out in the Order;

"Conditions" means these General Conditions of Purchase;

"Confidential Information" means all information which is disclosed before or after the date of this Contract by one Party to the other however conveyed and would appear to a reasonable person to be confidential and which relates to the business affairs of the Party disclosing it (or in the case where Buyer is the disclosing Party, the business affairs of any of Buyer's or any member of Buyer Group's customers), including, products, operations, processes, plans or intentions, developments, trade secrets, know-how, design rights, market opportunities, personnel, customers and suppliers of the Party disclosing it (or of any member of that Party's Group), and all information derived from the above together with the existence or provisions of this Contract and the negotiations relating to it;

"Contract" means the contract for the purchase of Services made by or on behalf of Buyer with the Supplier, and which consists of these Conditions, the Order and related Scope of work (if any);

"Effective Date" has the meaning given in Condition 3.2;

"Good Industry Practice" means the exercise of reasonable skill, care, prudence, efficiency, foresight and timeliness which would be expected from a skilled person experienced and qualified in the provision of services of a similar nature to the Services;

"Group" in relation to a Party means that Party, and every company which is a holding company of that Party, and every subsidiary of any holding company of that Party from time to time (and "subsidiary" and "holding company" shall have the meanings given in section 1159 of the Companies Act 2006);

"Intellectual Property" means:

- a) patents, registered designs, copyright, database rights, design rights,

**GENERAL CONDITIONS OF PURCHASE for United Kingdom - SERVICES**Code: GTC-01
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01.11.2016

- trade marks; and
- b) all registrations or applications to register any of the items referred to in part (a) of this definition; and
- c) all rights in the nature of any of the items referred to in parts (a) and (b) of this definition; and
- d) all rights having equivalent or similar effect to, and the right to apply for any of, the rights referred to in this definition, in each case in any jurisdiction.

"Invoice Requirements" means the requirements listed in Condition 7.8;

"Personnel" means the employees, agents and approved subcontractors of the Supplier who are assigned to perform the Services;

"Personnel Liability" means all claims (including but not limited to claims for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal, discrimination on the grounds of sex, sexual orientation, race, religion, belief or disability discrimination, equal pay, less favourable treatment of part-time workers and fixed term employees, failure to consult under TUPE and any claims whether in tort, contract or statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including without limitation any investigation by the Equal Opportunities Commission, the Disability Rights Commission or the Commission for Racial Equality or any other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from any such investigation) and legal costs and expenses;

"Physical Property" means all materials, equipment, tools, moulds, patterns, data, drawings and specifications and any other items supplied by Buyer to the Supplier or used by the Supplier specifically in the provision of the Services;

"Purchase Order" means the Buyer's purchase order form for the Services, and any other documentation which is specified in the purchase order form;

"Scope of work" means the description or scope of work of the Services as agreed between the parties, or, to the extent that any element of the Services is not fully specified in such scope of work, any unspecified element shall be that which would be then current Good Industry Practice in the relevant market;

"Services" means the services to be supplied in accordance with the requirements, Scope of work, standards, timing and deadlines and other details notified by Buyer (or as Buyer otherwise accepts in writing), and any services which are reasonably ancillary to such services; and where any requirement, specification, or standard has not been fully specified then any unspecified element shall be that which would be then current Good Industry Practice in the relevant market; and where any timing or deadline has not been specified it shall be taken to be as soon as is reasonably practicable;

"Supplier" means any individual, firm, corporation or other entity that is to perform, or provide the services, under the Purchase Order.

**GENERAL CONDITIONS OF PURCHASE for United Kingdom - SERVICES**Code: GTC-01
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"Term" means the period from the Effective Date until the date that all Services under the Contract have been provided;

"TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

"VAT" means Value Added Tax at the rate prevailing at the time of the relevant Order charged in accordance with the provisions of the UK Value Added Tax Act 1994 or any equivalent tax applicable in the relevant jurisdiction; and

"Working Day" means any day other than a Saturday, Sunday or public holiday in England.

2. GENERAL

2.1 Unless specifically agreed otherwise in writing, these Conditions, together with the terms and conditions of our Order will govern the supply of Services by the Supplier to Buyer and excludes any conditions of sale (whether express or printed, oral, implied by customs, practice or course of dealing, or in any other form) of the Supplier which are inconsistent with these Conditions.

2.2 No terms and/or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of orders, specification or similar document will form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and/or conditions.

2.3 In these Conditions, references to any gender shall include all genders; references to the singular shall include the plural and vice versa; references to any law or statute shall mean such law or statute as amended, replaced or re-enacted from time to time; references to a 'person' shall include any legal or natural person recognised in law; and the words "including" or "in particular" shall not limit the generality of any preceding words.

2.4 Orders may be issued either by Buyer or by other members of the Buyer Group. Where Orders are issued by Buyer, Buyer is acting on its own behalf and the contract will be concluded directly between Buyer and the Supplier. Where Orders are issued by other members of the Buyer Group then such members are acting as our agent, and the contract will be concluded between Buyer (as the principal) and the Supplier.

2.5 The Supplier agrees and acknowledges that any Services provided are for the benefit of Buyer and the benefit of every other member of the Buyer Group, who shall each have identical rights to use and enjoy such Services for their respective purposes as Buyer does under these Conditions (and references to 'Buyer' in these Conditions which create rights, protections or benefits for Buyer shall be read as references to 'Buyer and each member of the Buyer Group').

3. BASIS OF CONTRACT

3.1 Any offer by the Supplier to provide Services to Buyer is deemed to be an offer to supply such Services subject to these Conditions and the relevant Scope of work. The Order is an

**GENERAL CONDITIONS OF PURCHASE for United Kingdom - SERVICES**Code: GTC-01
Version: 01.0Applicable to: European Procurement Services Organisation
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01.11.2016

acceptance by Buyer of the Supplier's offer to provide Services in accordance with these Conditions, and the relevant Scope of work.

3.2 The Contract shall become binding and legally effective (such date being the "**Effective Date**") upon the first date following confirmation in writing from Buyer to the Supplier that all aspects of the Scope of work are agreed and accepted upon, or upon the date which the Supplier commences or completes an act that is consistent with fulfilling the Order or providing (in whole or in part) the Services.

3.3 Buyer is not liable for any Order unless:

3.3.1 it has been placed on behalf of Buyer by a duly authorised representative of the Buyer;
and

3.3.2 the Supplier (or its agent or other representative) confirms its acceptance of such Order in accordance with Condition 3.2 whether in writing or by action.

3.4 The Supplier shall not vary any Order or Scope of work of the Services without the prior written consent of Buyer.

3.5 For the avoidance of doubt, where a delivery schedule, timetable or other deadline for the supply of a particular element of the Services has been agreed, that shall form part of the Contract.

4. SUPPLY OF SERVICES

4.1 From the Effective Date, or such other date on which the parties have agreed to commence the Contract, the Supplier will provide the Services to Buyer for the Term in accordance with these Conditions.

4.2 If specified in the Order or notified to the Supplier by Buyer, the Supplier shall be required to meet any performance dates for the Services.

4.3 The Supplier shall provide the Services in accordance with:

4.3.1 the requirements set out in the Order, Scope of work and any other relevant documentation describing the Services. If any conflict arises between the Order, Scope of work and any other relevant documentation describing the Services, the documents shall prevail in the following order (with the higher items taking precedence over the lower);

4.3.1.1 these Conditions;

4.3.1.2 the Order;

4.3.1.3 the Scope of work and any other relevant documentation describing the Services.

4.3.2 any agreed timetable and shall meet all agreed deadlines, and in any event shall provide the Services as promptly as is reasonably practicable;

4.3.3 all applicable laws; and

4.3.4 any reasonable instructions issued by Buyer from time to time.

4.4 In providing the Services, the Supplier will:

4.4.1 perform the Services with the best care, skill and diligence in accordance with the Good Industry Practice;

**GENERAL CONDITIONS OF PURCHASE for United Kingdom - SERVICES**Code: GTC-01
Version: 01.0Applicable to: European Procurement Services Organisation
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01.11.2016

- 4.4.2 use Personnel who are:
- 4.4.2.1 appropriately trained, qualified, skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract; and
 - 4.4.2.2 present themselves and undertake their duties in a professional manner.
- 4.4.3 ensure that the Services will conform with all descriptions and specifications set out in the Scope of work, or where no descriptions or specifications are provided in respect of any particular element, such descriptions and specifications as would be considered Good Industry Practice for the same;
- 4.4.4 provide all labour, equipment, tools and vehicles and such other items as are required to provide the Services;
- 4.4.5 use the best quality goods, materials, standards and techniques, and ensure that all goods and materials supplied and used in the Services or transferred to Buyer, will be free from defects, including defects in workmanship, installation and design;
- 4.4.6 obtain and at all times maintain all necessary licences and consents at its own expense, and comply with all applicable laws and regulations and produce evidence of it to Buyer on demand;
- 4.4.7 observe all health and safety rules and regulations and any other security requirements and environmental requirements that apply at any premises where the Services are performed;
- 4.4.8 use all reasonable endeavours to avoid any disruption to Buyer's business or that of any member of the Buyer Group beyond that which is strictly necessary to provide the Services;
- 4.4.9 not do or omit to do anything which may cause Buyer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that Buyer may rely or act on the Services.
- 4.5 The Supplier warrants, represents and undertakes on an ongoing basis that:
- 4.5.1 the provision of the Services to Buyer, and Buyer's use of the Services will not infringe any Intellectual Property Rights of any third party;
 - 4.5.2 at all times the Supplier will perform the Services in compliance with all applicable laws and shall ensure that the Services shall comply with any applicable law; and
 - 4.5.3 the Supplier has and will continue to hold all necessary approvals from any relevant regulators necessary to perform the Supplier's obligations under this Contract and at law in the jurisdiction in which the Supplier operates.
- 4.6 Buyer may propose changes to the Services to be supplied to the Supplier in writing at any time, and the Supplier shall not unreasonably withhold, delay or condition its agreement to such changes. Where such change reduces the scope, volume complexity or risk of the Services to be supplied, then the Charges shall be reduced accordingly. Where the change increases the scope, volume complexity or risk of the Services to be supplied, then Buyer acknowledges that the Supplier may need to increase the Charges by an equitable amount. No change (and no increase or decrease in the Charges) shall be binding upon either Party until executed as a variation to the Contract signed by both Parties.
- 4.7 The Supplier acknowledges and agrees that it has been notified of Buyer's Supplier Standards, and agrees to comply with them at all times in connection with the provision of the Services to Buyer and all members of Buyer's Group. A copy of Buyer's Supplier Standards is

**GENERAL CONDITIONS OF PURCHASE for United Kingdom - SERVICES**Code: GTC-01
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available at <http://www.arconic.com/global/en/contract/supplier/pdf/supplier-standards.pdf> The Supplier further represents and warrants that it has taken all reasonable steps to ensure that the information contained in the Buyer Supplier Evaluation Questionnaire or equivalent that has been submitted to Buyer is true and accurate.

5. TESTING AND ACCEPTANCE

5.1 The Services must conform to these Conditions, the Order, the Scope of work and any other relevant document describing the Services, as agreed in the Contract.

5.2 The Supplier must ensure that the Services correspond with such professional standards (British, International or industry, if any) as indicated on the Scope of work and it is the responsibility of the Supplier to obtain and ensure that the most up to date issue of that standard is being used.

5.3 Buyer (or any representative of Buyer) has the right to inspect and monitor the delivery of the Services, and test outputs from the Services being provided at any reasonable time before the provision of Services is completed. The Supplier will arrange for reasonable facilities at and access to the premises (or the premises of any sub-contractor, where applicable) where the Services are supplied, if not occurring at a Buyer Site.

5.4 If, when the Services being provided are inspected or the outputs tested, Buyer (or any representative of Buyer), in its reasonable opinion, believes that the Services or outputs do not conform to the Order, the Scope of work or any specifications supplied or advised by Buyer to the Supplier, Buyer will inform the Supplier accordingly and the Supplier must immediately take any necessary action to ensure conformity.

5.5 In accordance with Condition 5.3, any inspection, monitoring or testing by Buyer (or any representative of Buyer) does not relieve the Supplier of any obligations or liability under the Contract and does not imply any acceptance of the Services by Buyer.

5.6 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services for a period of seven years after the expiry or termination of the Agreement, and shall allow Buyer to inspect such records at all reasonable times on request.

5.7 To the extent that any element of the Services is in the nature of an implementation, installation, deployment or other service which results in the delivery of deliverables or outputs intended for use by Buyer, Buyer shall have the right to carry out such tests as Buyer may reasonably determine upon such deliverables or outputs to determine whether they meet the Scope of work and Buyer's reasonable requirements. Where any such element fails any such test then, acting reasonably (and taking into account the severity of the failure), Buyer may (in addition to any other right or remedy available to it under this Contract or at law) either:

5.7.1 require the Supplier to promptly remedy the cause of the failure at the Supplier's sole cost and resubmit the element to Buyer for re-testing; or

5.7.2 terminate the Contract by reason of such failure without further liability to the Supplier.

**GENERAL CONDITIONS OF PURCHASE for United Kingdom - SERVICES**Code: GTC-01
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01.11.2016**6. RISK AND TITLE**

6.1 Risk for and title to any outputs and deliverables from the Services shall pass to Buyer when delivered (or, where the purchase of Services includes installation, title shall pass upon delivery but risk shall pass upon completion of installation when the outputs and deliverables are deemed fully installed and commissioned by Buyer), without prejudice to any rights which Buyer may have to reject the provision of Services under these Conditions or otherwise.

6.2 If the Supplier postpones the supply of Services for any reason, then title and risk to any outputs and deliverables from the Services will pass to Buyer on the date of actual delivery (or when the outputs and deliverables are deemed fully installed and commissioned by Buyer where the purchase of Services includes installation).

7. CHARGES AND INVOICING

7.1 In consideration of the Supplier performing its obligations under each Contract, Buyer shall pay the Supplier the Charges in accordance with this Condition 7 and as detailed in each Order.

7.2 The Charges for each of the Services (or each element of the Services as applicable) shall be specified in the Order.

7.3 Except where otherwise agreed in writing, the Charges set out in an Order shall be all the Charges due in respect of the Supplier's performance of the Services in accordance with the Contract. Unless otherwise agreed in writing by Buyer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services. If any unforeseen problems or expenditure arise in the course of carrying out any of the Services the Supplier shall not be entitled to make additional charges to cover additional time and cost necessarily incurred to complete the Services.

7.4 Each invoice submitted to Buyer for payment shall be in respect of the Services carried out during the previous calendar month, and shall quote the Contract and contain such other information as Buyer may reasonably require from time to time.

7.5 The Supplier will ensure that Buyer receives the Supplier's invoice for Services within 90 days of the end of the month within which those Services were performed. Where an invoice for Services is not received within such 90 day period, then the Supplier waives its right to invoice or otherwise charge for the relevant Services.

7.6 All prices and the Charges shall be inclusive of all taxes, duties, levies or similar compulsory charges imposed by any authority payable on such amount, including but not limited to VAT, where applicable, and it is the Supplier's responsibility to pay any such sums.

7.7 No extra charges will be payable by Buyer unless this has been agreed in writing and signed by Buyer.

**GENERAL CONDITIONS OF PURCHASE for United Kingdom - SERVICES**Code: GTC-01
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01.11.2016

7.8 The Supplier's invoice must meet Buyer's invoicing requirements as published at <http://www.arconic.com/global/en/contact/supplier-information.asp> (the "**Invoice Requirements**").

7.9 If Buyer places an Order on a "price to be agreed" basis, the Supplier will obtain Buyer's confirmation of the price to be paid before the Services are supplied.

7.10 Any variation to the Charges must be agreed in writing between the parties before the provision of Services are carried out.

7.11 Supplier acknowledges that Buyer currently uses, or will in the future use, an electronic "business to business" framework to facilitate the transmission of Key Documentation relating to the purchase of Services. For purposes of this provision "**Key Documentation**" means purchase orders, order confirmations, advanced shipping notices (ASN), change orders, invoices and other similar documentation which form a part of the Contract. Supplier acknowledges and agrees that (i) it has in place currently, or will implement as soon as possible, the system designated by Buyer to facilitate transmission of Key Documentation electronically, and (ii) Key Documentation transmitted by such methods will not be deemed invalid solely because they have been transmitted or executed electronically. To the extent required by Buyer, each authorized representative of a party will adopt a unique, verifiable digital identification consisting of symbols or codes to be transmitted with each electronic transmission and use of such digital identification will be deemed for all purposes to constitute a "signature" and will have the same effect as a signature on a written document.

7.12 While conducting business with Buyer, and for a period of five (5) years thereafter, Supplier agrees to maintain records that accurately and completely document all services performed; all payments received or made (whether in kind or in cash); and all expenditures incurred by Supplier on behalf of Buyer. Supplier agrees that in connection with the foregoing: (i) Buyer may, from time to time upon written notice, audit Supplier's books and records; and (ii) it will promptly furnish to Buyer any additional information it may reasonably request to verify Supplier's compliance.

8. PAYMENT

8.1 Buyer will pay only for the Services specified in the Order.

8.2 Where:

8.2.1 the Services have been performed properly and in accordance with the Contract (including any service level requirements and specifications set out in these Conditions and the relevant Order, but not limited to this list); and

8.2.2 the invoice presented by the Supplier meets the Invoice Requirements, then Buyer shall make the relevant payment due to the Supplier under the Contract, by cheque or bank transfer, or such other method of payment as has been agreed between the parties from time to time.

8.3 All invoices for Services provided to Buyer will be accumulated upon receipt for a period from the 5th day of a month to the 4th day of the following month (the "**Accumulation Period**"). Buyer will pay invoices received during the Accumulation Period net 90 days from the end of such Accumulation Period (EOAP 90). Supplier will promptly submit correct and complete

**GENERAL CONDITIONS OF PURCHASE for United Kingdom - SERVICES**Code: GTC-01
Version: 01.0Applicable to: European Procurement Services Organisation
Approved by: European Director of ProcurementRevision date:
01.11.2016

invoices or other agreed billing communications with appropriate supporting documentation and other information reasonably required by Buyer after delivery of the Services, and Buyer may withhold payment until a correct and complete invoice or other required information is received and verified. Any cash discounts will be based on the full amount of the invoice, less freight charges and taxes if itemized separately on the invoice. Delay in receiving valid invoices or Services will be considered good cause for withholding payment without losing cash discount privileges. Payment by Buyer of an invoice from Supplier does not constitute acceptance of the Services covered by the invoice.

8.4 If Buyer fails to pay any amount due to the Supplier under an invoice properly rendered on the due date, interest shall be added to such amount at the rate of 2% over the base rate at the time being of the Bank of England for the period from the due date until actual payment of the overdue amount (whether before or after judgment). This Condition shall not apply to payments that Buyer disputes in good faith. This rate shall apply in place of the rate specified under the Late Payment of Commercial Debts (Interest) Act 1999 or any legislation with similar effect applicable in the territory to the extent permissible.

8.5 Buyer may withhold payment (but without incurring interest or losing any prompt payment discount, where applicable):

8.5.1 if the parties disagree in respect of the price to be paid by Buyer for the Services;

8.5.2 pending resolution of the dispute, in the event that there is a dispute with the Supplier over any Order and such disagreement is genuine; or

8.5.3 where an invoice does not meet the Invoice Requirements.

8.6 Buyer may offset any amount owing to it by the Supplier against any amount owed to the Supplier by Buyer without limiting its other rights or remedies.

8.7 Upon termination of the Contract, Buyer will pay the Supplier, on a pro rata basis, for Services delivered as of the date of termination; *provided, however*, that the foregoing shall not apply if Buyer terminates the Contract pursuant to Condition 17.1.1 of these Conditions. Upon payment, any Services and related goods that Buyer has paid for shall become the property of Buyer and will be released by Supplier to Buyer upon demand. The provisions of this clause are without prejudice to Buyer's other rights or remedies.

9. DEFECTIVE SERVICE DELIVERY

9.1 During the Warranty Period (as defined in Condition 11.1), where Buyer reasonably considers any Services which have been provided to fall short of the agreed or specified standard for such Services (or, where no standard has been agreed or specified, a standard in line with market best practice) then, in addition to any other remedies Buyer may have in law, it may, at its option:

9.1.1 require the Supplier to promptly re-perform (or procure re-performance of) the Services to the agreed or specified standard for such Services (or, where no standard has been agreed or specified, a standard in line with market best practice) in all respects; or

9.1.2 reject the Services and be reimbursed any monies paid in relation to such Services.

9.2 If the circumstances described in condition 9.1 have arisen, and Buyer has elected the option described in condition 9.1.1, and the Supplier fails to rectify the Services within five

**GENERAL CONDITIONS OF PURCHASE for United Kingdom - SERVICES**Code: GTC-01
Version: 01.0Applicable to: European Procurement Services Organisation
Approved by: European Director of ProcurementRevision date:
01.11.2016

Working Days, Buyer may, at its option and without prejudice to any other remedies it may have:

9.2.1 request a refund from the Supplier of any money already paid for the defective supply of Services, and the Supplier shall not unreasonably challenge or withhold any such refund; or

9.2.2 purchase replacement services from an alternative supplier at the Supplier's risk and expense.

9.3 The Supplier will indemnify Buyer, its agents, employees, subsidiaries, associated companies and assigns in respect of all loss, liability and cost directly or indirectly arising, and against any legal liability in respect of injury to persons (including our employees) or damage to property, howsoever caused, including any such loss and/or damage incurred as a result of the supply of defective Services in any way, whether the defect arises from any default (including negligence) on the part of the Supplier or his employees, contractors or agents or otherwise.

9.4 Where the Services, or any element of the Services, is of a continuing nature, the Supplier and Buyer shall seek to agree appropriate service levels which those elements of the Services must meet or exceed, backed by an appropriate set of service credits (applied as a price adjustment mechanism based upon a genuine pre-estimate of the diminution in value of the Services to Buyer, and not as a penalty).

9.5 Where the Services involve the delivery of outputs or deliverables to meet particular deadlines, then the Supplier and Buyer shall seek to agree appropriate delay credits to compensate Buyer for any delays that might occur in meeting such deadlines.

10. PERSONNEL

10.1 The Supplier shall be responsible for all acts or omissions of its Personnel and other representatives (and their respective employees, subcontractors, agents and other representatives) at all times.

10.2 The Personnel shall be regarded at all times as employees, agents or subcontractors of the Supplier and no relationship of employer and employee shall arise between Buyer and any Personnel under any circumstances regardless of the degree of supervision that may be exercised over the Personnel by Buyer.

10.3 The Supplier shall procure that it carries out any necessary Criminal Records Bureau checks, security checks and other vetting or clearance procedures upon the Personnel which may be required by Buyer from time to time depending upon the circumstances of the supply of Services and the use to which the Services may be put.

10.4 The Supplier shall use reasonable endeavours to avoid changes in the Personnel assigned to Buyer projects (unless any specific change is required by Buyer or its customer). In particular, but without limitation to the generality of the foregoing, the Supplier shall seek to maintain key members of the Personnel (supervisors, managers, and similar Personnel) in the same post during the performance of this Contract.

**GENERAL CONDITIONS OF PURCHASE for United Kingdom - SERVICES**Code: GTC-01
Version: 01.0Applicable to: European Procurement Services Organisation
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01.11.2016

10.5 The Supplier shall ensure that the Personnel abide by all of the provisions of this Contract which impose obligations on them.

10.6 Buyer reserves the right to refuse to admit, or remove from, any premises occupied by or on behalf of it, any Personnel whose admission or presence would, in Buyer's opinion be undesirable or who represents a threat to confidentiality or security or whose presence would be in breach of any rules and regulations governing Buyer's own staff provided that Buyer notifies the Supplier of any such refusal (with reasons why). The exclusion of any such individual from such premises shall not relieve the Supplier from the performance of its obligations under this Contract.

10.7 If and when directed by Buyer, the Supplier shall provide a list of the names and business addresses of all persons who may require admission to the Buyer Sites or any other Buyer premises in connection with the performance of the Services under this Contract, specifying the capacities in which they are entering such premises and giving such other particulars as Buyer may reasonably require. Failure by the Supplier to comply with the provisions of this Condition within a reasonable time of written notice to do so will entitle Buyer to refuse admission to any site to any person who has not been notified to Buyer.

10.8 The Supplier will indemnify and hold Buyer and the Buyer Group harmless on written demand in respect of all Personnel Liabilities incurred by or awarded against Buyer in connection with any claim that any Personnel are or were employees or workers of Buyer except in circumstances where Buyer offers to employ the Personnel.

10.9 If any current or future employee or worker of the Supplier or its Group members or any sub-contractor to the Supplier or the Supplier's Group member asserts for any reason that they are or became employees of Buyer, then in such circumstances each Party shall notify the other in writing as soon as reasonably practicable upon becoming aware of the matter. The Supplier shall indemnify Buyer and the Buyer Group and keep them fully and effectively indemnified against any and all Personnel Liabilities incurred by Buyer and payable to such Personnel (including, without limitation, notice pay, arrears of wages, accrued holiday pay and redundancy pay).

10.10 On termination (for whatever reason) or expiry of the Contract:

10.10.1 if any Personnel transfer or claim to transfer to the employment of Buyer, any Buyer Group member or any third party contractor (the "**New Contractor**") as a result of TUPE, the Supplier shall indemnify Buyer, Buyer Group members and the New Contractor and keep Buyer, Buyer Group members and the New Contractor fully and effectively indemnified against any and all losses, costs, expenses, judgments, decisions or other payments whatsoever incurred by Buyer, Buyer Group members or the New Contractor whether in respect of remuneration or holiday pay accrued prior to such transfer, or in respect of any Personnel Liabilities or other claim brought by or on behalf of Personnel arising out of any act or omission of the Supplier prior to such transfer;

10.10.2 the Supplier shall forthwith upon request by Buyer, Buyer Group members or the New Contractor at any time provide to Buyer, Buyer Group members or the New Contractor any information pertaining to the Personnel or their employment as may be reasonably required. The Supplier hereby acknowledges and agrees that the information so provided may be released to others in connection with the tendering or re-tendering of the Services

**GENERAL CONDITIONS OF PURCHASE for United Kingdom - SERVICES**Code: GTC-01
Version: 01.0Applicable to: European Procurement Services Organisation
Approved by: European Director of ProcurementRevision date:
01.11.2016

or any part thereof which are the subject of this Contract at any time prior to termination of this Contract.

10.11 The Supplier shall indemnify Buyer and the Buyer Group and keep them fully indemnified from and against all claims by Personnel arising out of the failure of the Supplier to comply with any obligations upon it pursuant to Regulations 10 and 10A of TUPE (the obligation to inform and consult).

10.12 The indemnities in this Condition shall continue notwithstanding the expiry or earlier termination of this Contract for whatever reason.

11. WARRANTY AND LIABILITY

11.1 The Supplier warrants that on completion of the Services and for a minimum period of twenty-four (24) months from the date of completion ("**Warranty Period**"):

11.1.1 the Services will conform to the standards and specifications referred to in the Order and the Scope of work, and any other requirements or instructions made known to the Supplier; and

11.1.2 the outputs and deliverables from the Services will be of satisfactory quality, fit for purpose, of good materials and workmanship and substantially free from defects and in this respect, Buyer relies on the Supplier's skill and judgment.

11.2 The Supplier will pass on to Buyer the benefit of any additional warranties secured from the Supplier's suppliers and/or subcontractors.

11.3 The Supplier is liable for damage to or loss of Buyer's and/or any third party's property arising from the performance or non-performance of the Supplier's obligations under any Contract.

11.4 The Supplier will defend, indemnify and hold harmless Buyer, the Buyer Group, and their respective agents, employees and assigns in respect of all loss, liability, cost, damage and expenses (including any interest, fines, legal other professional fees) directly or indirectly arising from:

11.4.1 any alleged or actual infringement of any Intellectual Property right owned by a third party resulting from Buyer's receipt of the Services or use of the Intellectual Property rights licensed to or made available to Buyer under the Contract; and/or

11.4.2 any act or omission in the performance or non-performance of or in connection with the obligations undertaken by the Supplier pursuant to the Contract, whether due to the negligence of the Supplier, its agents, employees or sub-contractors or otherwise, including, without limitation, any loss, liability, cost, damage or expense arising from an injury to a person, but excluding any loss, liability or cost arising directly from Buyer's negligence or where the Supplier has performed the Services strictly in accordance with specifications supplied by Buyer.

11.5 Nothing in these Conditions (or any Order or Scope of work) shall operate to exclude or restrict either party's liability for:

11.5.1 death or personal injury resulting from negligence; or

11.5.2 fraud or deceit; or

**GENERAL CONDITIONS OF PURCHASE for United Kingdom - SERVICES**Code: GTC-01
Version: 01.0Applicable to: European Procurement Services Organisation
Approved by: European Director of ProcurementRevision date:
01.11.2016

- 11.5.3 any claim for, relating to or arising out of any infringement of Intellectual Property Rights; or
- 11.5.4 any other liabilities that cannot lawfully be limited or excluded.

11.6 The rights and remedies of Buyer provided in these Conditions are cumulative and are not exclusive of any rights or remedies provided at law or in equity.

12. CONFIDENTIALITY AND DATA PROTECTION

12.1 All Confidential Information given by one Party to the other, or otherwise obtained or developed by one Party relating to the other, shall be kept secret and confidential by the receiving Party throughout the term of the Contract and for the five (5) years following its termination or expiry and shall not be used or disclosed other than for the purposes of the proper performance of the Contract or with the prior written consent of the other Party.

12.2 The Supplier shall not without the prior written consent of Buyer publicise details of the business relationship between the parties. For the avoidance of doubt, the Supplier shall have no rights to use Buyer's name, trade names, product names, trademarks or logos.

12.3 Condition 12.1 does not apply to information which:

- 12.3.1 is at the date of disclosure or becomes at any time after that date publicly known other than by the Supplier's breach of this Condition;
- 12.3.2 can be shown by the Supplier to Buyer's satisfaction to have been known by the Supplier before disclosure by Buyer to the Supplier;
- 12.3.3 was independently disclosed to it by a third party entitled to disclose the same; or
- 12.3.4 is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.

12.4 This Condition 12 shall survive termination or expiry of this Contract.

13. BUYER'S PROPERTY

13.1 All Buyer Physical Property will at all times be and remain the exclusive property of Buyer and will be held by the Supplier in safe custody (at the Supplier's own risk and expense) and maintained and kept in good condition by the Supplier until returned to Buyer. Buyer may request the return of Buyer's Physical Property at any time and in any event the Supplier will promptly return Buyer's Physical Property once the Order has been fulfilled or cancelled at the cost of the Supplier. Buyer's Physical Property will not be disposed of or used other than in accordance with Buyer's written instructions. Unless and until incorporated into any Services (including any outputs or deliverables) the Supplier will keep Buyer's Physical Property separate and apart from all other property and clearly marked as the property of Buyer.

13.2 Buyer may take possession of its Physical Property at any time and (where necessary) without reasonable notice.

13.3 The Supplier agrees to waive any and all liens that it might otherwise have (at the date of the Order or following the Order) on any of Buyer's Physical Property; however this will not

**GENERAL CONDITIONS OF PURCHASE for United Kingdom - SERVICES**Code: GTC-01
Version: 01.0Applicable to: European Procurement Services Organisation
Approved by: European Director of ProcurementRevision date:
01.11.2016

mean that the Supplier has waived any other right of recovery of any charges which may be due under the Contract.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 All drawings, designs, specifications and other information supplied by Buyer, or any member of the Buyer Group, for the purpose of quotation or in connection with an Order ("**Buyer IP**") remains the Intellectual Property of Buyer and must not be used, copied or disclosed to any third person (in each case whether in whole or part) without Buyer's written permission. The Supplier is granted a limited licence to use the Buyer IP for the purposes of fulfilling the Order only, such licence lasting no longer than the period during which the Supplier is working to fulfil the relevant Order. Upon completion of such work this licence shall end and the Supplier shall (at Buyer's option) return or destroy all Buyer IP.

14.2 Each Party agrees and acknowledges that it is the intention of both parties that all Intellectual Property arising or created in anticipation of, under, in connection with or as a result of the supply of Services (the "**New IP**") shall vest in Buyer. To the extent that any New IP vests in the Supplier, then the Supplier:

14.2.1 hereby assigns all New IP already created to Buyer;

14.2.2 hereby assigns all future copyright in any New IP to Buyer; and

14.2.3 agrees, at the Supplier's own cost, to perform any act or execute any document which Buyer considers to be reasonably necessary to assign any New IP to Buyer or otherwise confirm that all New IP vests in Buyer or ensure that Buyer enjoys the rights in the New IP which are equivalent to exclusive ownership where assignment is not possible for any reason.

14.3 The Supplier hereby agrees to hold harmless and indemnify Buyer and members of the Buyer Group (in each case including their respective offices, employees, contractors and agents other than the Supplier) (the "**Indemnified Persons**" for the purposes of this Condition) against any direct or indirect liability, costs and expenses incurred or sustained by Buyer and/or any member of the Buyer Group arising out of or due to;

14.3.1 any breach by the Supplier of any of its obligations contained in this Condition; or

14.3.2 the Supplier directly or indirectly using the Buyer name or the Buyer logo or in any way representing that it is associated with Buyer and/or any member of the Buyer Group (whether or not such usage or representation has been approved by Buyer).

14.4 This Condition 14 shall survive termination or expiry of this Contract.

15. INSURANCE

15.1 The Supplier will at all times and at its expense effect and maintain full cover with a reputable insurance company in respect of all insurable liabilities under any Contract and in respect of the Services including, without limitation, against all the Supplier's liabilities under these Conditions (for example, but not limited to, professional indemnity insurance, product liability insurance and public liability insurance). The Supplier shall also keep itself insured with a reputable insurer for use of Buyer's Physical Property.

15.2 The Supplier will maintain insurance of a type and level appropriate to the size and value of the Contract. The insurance requirements may vary from time to time and between Contracts

**GENERAL CONDITIONS OF PURCHASE for United Kingdom - SERVICES**Code: GTC-01
Version: 01.0Applicable to: European Procurement Services Organisation
Approved by: European Director of ProcurementRevision date:
01.11.2016

but the following minimum requirements will apply except when Buyer notifies the Supplier otherwise in writing:

- o Worker compensation insurance to satisfy the laws applicable in the country
- o Professional Indemnity not less than £2,000,000
- o Product liability not less than £5,000,000
- o Public liability not less than £5,000,000.

15.3 The Supplier must provide written evidence that these insurance coverages are in place and that the premium was paid before starting work at the Buyer's premises. If the insurance contract(s) will expire during the period of any Contract, a written confirmation that the policy has been renewed must be provided within 10 days of the expiration date.

15.4 The Supplier will provide all facilities, assistance and advice requested by Buyer or Buyer's insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance or non-performance of a Contract.

16. COMPLIANCE WITH LAW AND THE BUYER'S INTERNAL POLICIES

16.1 In addition to the warranties above, the Supplier warrants that the Contract will be performed in strict compliance with all applicable laws, rules, and standards including environmental, health and safety regulations, and child labor and forced labor laws.

16.2 Without prejudice to the generality of condition 16.1, in performing its obligations under the Contract, the Supplier shall and shall procure that each member of its company group and its supply chain shall, comply with the Modern Slavery Act 2015 and Buyer's Anti-Slavery Policy as notified to Supplier by Buyer from time to time.

16.3 If the Supplier is granted access to Buyer's facilities for purposes of completion of the PO, it will comply with Buyer's internal policies, including those regarding security and safety and the use of protective clothing and apparatus. The Supplier will indemnify Buyer against all liabilities, costs and penalties incurred by Buyer on account of the infringement by the Supplier or its representatives of any applicable law or regulation or Buyer's internal policies.

16.4 The Supplier shall, at its own expense, obtain all the necessary permits, authorizations, licenses, certificates etc. required to perform the Contract.

16.5 The Supplier expressly undertakes to comply with EC Regulation 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH). In particular, the Supplier undertakes to fully register applicable substances on their own, in preparations or in articles, as defined in said Regulation, to the European Chemicals Agency as established by that Regulation. If the Supplier breaches this obligation, it shall indemnify and keep Buyer harmless from any and all damage, cost, expense or liability which Buyer could incur as a consequence of that breach. In addition, in the case of such breach, Buyer shall be entitled to terminate the Contract.

**GENERAL CONDITIONS OF PURCHASE for United Kingdom - SERVICES**Code: GTC-01
Version: 01.0Applicable to: European Procurement Services Organisation
Approved by: European Director of ProcurementRevision date:
01.11.2016**17. TERMINATION**

17.1 Buyer is entitled to cancel the whole or any part of a Contract or Order at any time (without further liability to the Supplier) by written notice to the Supplier if:

17.1.1 the Supplier breaches any of the terms or conditions of the Contract; or

17.1.2 the Supplier is acquired by or merges with any third party; or

17.1.3 a meeting is convened, a petition presented, an order made, an effective resolution passed, or notice is given for the Supplier's winding up or dissolution (other than for the sole purpose of amalgamation and reconstruction); or

17.1.4 an application is made for, or any meeting of the Supplier's directors or members resolves to make an application for an administration order in relation to it or any Party gives or files notice of intention to appoint an administrator of it or such an administrator is appointed; or

17.1.5 an incumbrancer takes possession, or a receiver or manager or administrative receiver is appointed, of the whole or any part of the Supplier's assets; or

17.1.6 the Supplier ceases or suspends payment of any of its debts or is unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986; or

17.1.7 a proposal is made for a composition in satisfaction of the Supplier's debts or a scheme or arrangement of its affairs including a voluntary arrangement within the meaning of part I of the Insolvency Act 1986; or

17.1.8 any similar step or proceeding to those in Conditions 17.1.3 to 17.1.7 inclusive, is taken or made in any other jurisdiction.

17.2 Without prejudice to any rights which have accrued under a Contract or Order, or any of its rights or remedies, Buyer may terminate the Contract for any reason or no reason by not giving less than 30 days' notice in writing to the Supplier.

17.3 The Supplier shall (at Buyer's option) return or destroy all Buyer IP, New IP and Confidential Information, upon termination at the cost of the Supplier.

17.4 The Supplier shall co-operate with Buyer as Buyer may reasonably require in connection with the completion of Buyer's post-completion evaluation processes, and shall supply any information Buyer requests in order to complete its post-completion evaluation questionnaire.

17.5 The Supplier shall use all reasonable endeavours to facilitate the smooth transfer of responsibility for the Services to any new supplier or to Buyer, as the case may be, and the Supplier shall not at any time act in any way which is calculated or intended, directly or indirectly, to prejudice or frustrate or make more difficult such transfer. This shall include, without limitation, the transfer of all relevant data in any format reasonably required by Buyer to Buyer or any third party nominated by Buyer.

18. ANTI-CORRUPTION

Supplier shall not offer or use, directly or indirectly, any money, property or anything of value received by Supplier under or pursuant to the Contract to influence improperly or unlawfully any decision, judgment, action or inaction of: any official, employee or representative of any government or agency or instrumentality thereof, or of any government owned or partially government owned entity, or any other person or entity, in connection with or relating to the

**GENERAL CONDITIONS OF PURCHASE for United Kingdom - SERVICES**Code: GTC-01
Version: 01.0Applicable to: European Procurement Services Organisation
Approved by: European Director of ProcurementRevision date:
01.11.2016

subject matter of the Contract or any supplement or amendment hereto. No payment shall be made nor shall any transaction be entered into in connection with the Contract that is illegal, improper or is intended to unduly or improperly influence any third party, including without limitation, by means of extortion, any kickback or bribery. Without prejudice to the generality of the forgoing Supplier shall, and shall ensure that all of its employees and any persons performing services on its behalf shall, fully comply with the Bribery Act 2010. If Supplier or any person performing services on its behalf breaches the terms of this provision, Buyer may immediately terminate the Contract without any liability.

19. INTELLECTUAL PROPERTY RIGHTS

19.1 Supplier agrees to indemnify, defend and hold harmless Buyer, its officers, directors, shareholders, employees, representatives, subsidiaries and affiliated companies (collectively "Indemnitees") from and against all liabilities, costs, claims, penalties, forfeitures, causes of action, suits and the costs and expenses incident thereto (including costs of defense, settlement, and attorneys' fees, including the costs of attorneys in the employ of Indemnitees), which Indemnitees may hereafter suffer, incur, become responsible for or pay out as a direct or indirect result of any allegation, claim or proceeding involving any question of direct, contributing or indirect infringement of any intellectual property rights, including infringement of any trademarks, patents, design rights, trademarks or copyrights by reason of the nature, form or condition of any of the Services or any design, plan, drawing, specification, material, process, article or machine supplied by Supplier in the performance of this PO or by reason of the use, sale, offer to sale and/or import by Buyer of any such design, plan, drawing, specification, material, process, article or machine, in the Services.

19.2 Buyer retains any and all intellectual property rights in the Buyer's Materials supplied by Buyer to Supplier and Buyer grants a non-transferable, non-exclusive, royalty free licence to Supplier to use such intellectual property rights only to the extent necessary to provide the Services and such licence shall terminate immediately upon termination of the Contract or upon earlier return of the Buyer's Materials to Buyer.

20. DATA, INFORMATION, INVENTIONS

Supplier will promptly disclose to Buyer all data, information, discoveries, inventions and improvements, whether or not patentable or copyrightable, including any and all expressions of computer programs, manuals, data bases and all forms of computer hardware, firmware and software, conceived, made, first reduced to practice, or developed by Supplier arising out of the performance of the Contract including all Buyer Materials created by Supplier ("PO Developments"). All intellectual property rights in PO Developments, including patents and copyrights, will be the sole and exclusive property of Buyer in respect to any and all countries, their territories and possessions.

21. SUPPLIER CONSENT

21.1 By submitting business contact and personal information about Supplier company and/or its employees (whose consent Supplier will have obtained as necessary) to Buyer, Supplier consents to the collection, processing, storage, use and transfer of that information to/by Buyer and all its group entities in the United States of America and elsewhere and their authorized third-party contractors or agents ("Buyer") for the purpose of: managing the 'requisition to

**GENERAL CONDITIONS OF PURCHASE for United Kingdom - SERVICES**Code: GTC-01
Version: 01.0Applicable to: European Procurement Services Organisation
Approved by: European Director of ProcurementRevision date:
01.11.2016

payment' process when Buyer purchases goods or services from suppliers; the 'order to cash' process when Buyer sells goods or services to customers; issuing information about Buyer Products and Services through newsletters, mailings, phone calls, and electronic communications and mailings; facilitating your business relationship with Buyer, enhancing Buyer's ability to contact you and your employees, enabling Buyer to process and track your transactions with it through various internal systems and external third parties and any other purpose which could further the business relationship Supplier has with Buyer and its Products and Services ("Purpose"). Buyer shall use the information supplied solely for the "Purpose" and shall store the data for as long as is strictly necessary to be able to complete the "Purpose".

21.2 Supplier warrants and undertakes that it will ensure that its employees, agents and sub-contractors observe the provisions of the applicable laws as in respect of any duties or obligations to be performed in connection with the receipt and/or processing of personal data. In the event Supplier violates any obligations in this paragraph regarding the unauthorized disclosure of personal data in any manner, Supplier shall take all necessary measures as required by the applicable laws.

22. NON-DISCLOSURE

All information disclosed by the Buyer be it orally or in writing including but not limited to patterns, drawings, documents, software or other media containing specifications, information or data will be maintained in confidence by Supplier and either certified to be destroyed or returned in good order and condition on completion of the Contract or on prior request by the Buyer and will not be published or disclosed to any third party nor copied or used for any purpose other than the fulfillment of the Contract, without the prior written approval of the Buyer.

23. SUPPLIER EQUIPMENT

23.1 Supplier shall perform the Contract by using its own tools and equipment (including those for individual protection), unless otherwise agreed in the PO, and shall be responsible for such equipment and tools whilst on the Buyer premises. Buyer shall in no event be held liable for any damages, theft, fires involving the property and assets of Supplier introduced into the property and appurtenances of Buyer.

23.2 Upon completion of the performance of the Contract or its termination, Supplier shall if performing the Services at Buyer's premises, leave the premises in a tidy state, in proper condition and remove all its tools.

24. WASTE TREATMENT

Supplier shall take care of the collection, storage, handling and transportation of wastes generated from the performance of the Contract in accordance with the relevant Buyer procedure and applicable laws.

25. COMPANY NAME/LOGO

Supplier may not use Buyer's company name and/or logo in any manner other than as may be identified in the PO without first obtaining written permission from Buyer.

**GENERAL CONDITIONS OF PURCHASE for United Kingdom - SERVICES**Code: GTC-01
Version: 01.0Applicable to: European Procurement Services Organisation
Approved by: European Director of ProcurementRevision date:
01.11.2016**26. RIGHT TO AUDIT**

In addition, Buyer will have the right to examine and audit, upon 8 days written notice and during normal business hours, any and all records, data, invoices and documents, in whatever shape or form, including, but not limited to, electronic media, that may contain information relating to Supplier's obligations under the Contract. Such records will be kept by Supplier for a period of at least three (3) years after the expiration or termination of this PO, or for such longer periods as may be required by law, in a form that is clear and accurate and containing content sufficient and adequate detail to permit the aforementioned audit.

27. FORCE MAJEURE

27.1 Force Majeure shall mean all situations or events which are unpredictable or unexpected or, if they could have been predicted, are unavoidable and beyond the reasonable control of the parties after placement of the PO including but not limited to war, natural disasters, freight embargoes as well as governmental acts or regulations and coercive measures.

27.2 If Force Majeure prevents any contractual party from performing its obligations under this PO in whole or in part, it will notify the other party as soon as possible after knowledge of these circumstances unless a different period is agreed in the PO. The notice shall, if possible, state the obligation the party cannot fulfill in part or as a whole provided such assessment is possible at that moment. Should the corresponding contractual party fail to fulfill the requirement of notification, it may not claim Force Majeure.

27.3 In the event of Supplier claiming Force Majeure, Buyer shall be entitled to cancel the Contract in whole or in part without any liabilities.

28. CONFLICT MINERALS

Supplier agrees that no conflict minerals as defined by Section 1502 of the United States Dodd-Frank Wall Street Reform and Consumer Protection Act and supplied by Supplier hereunder originated in the Democratic Republic of the Congo or any adjoining country.

29. QUALITY REQUIREMENTS

Supplier shall institute a certified Quality Management System (ISO 9001, ISO TS 16949, AS 9100, ISO 22000, etc.). Documents belonging to this system shall be made available to Buyer. If the Supplier is holder of a certified Quality Management System, Buyer will be allowed to analyze the capabilities of the Supplier.

30. TOTAL COST OF OWNERSHIP

Supplier shall make available to Buyer all documents and information necessary for performing TCO Analysis.

31. GOVERNING LAW

The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law. Any dispute or claim arising out of

**GENERAL CONDITIONS OF PURCHASE for United Kingdom - SERVICES**Code: GTC-01
Version: 01.0Applicable to: European Procurement Services Organisation
Approved by: European Director of ProcurementRevision date:
01.11.2016

or in connection with the Contract or its subject matter or formation (including any non-contractual dispute or claim) shall be subject to the exclusive jurisdiction of the courts of England, and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for these purposes.

32. ORDER OF PRECEDENCE

In the event of conflict, the terms of the PO shall prevail over those of these Conditions.

33. SEVERABILITY

If any term, provision, covenant or condition of these Conditions is held invalid or unenforceable for any reason, the remaining provisions of these Conditions shall continue in full force and effect and that provision (or part provision) shall be deemed deleted, provided the effectiveness of the remaining portions of these Conditions will not defeat the overall intent of the Parties. In such a situation, the Parties agree, to negotiate in good faith a replacement provision to accomplish the originally intended effect to be incorporated into these Conditions.

34. WAIVER

Any delay or failure by a party in exercising, or any waiver by a party of, its rights under or in connection with the Contract will not limit or restrict the future exercise or enforceability of those rights.

35. THIRD PARTY RIGHTS

A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 ("**CRTPA**") to enforce any term of the Agreement. This clause 38 will not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to CRTPA.

36. ENTIRE AGREEMENT

The Contract constitutes the entire agreement and understanding between the parties in respect of the sale and purchase of the Services specified in the PO.