

**SERCK SERVICES UK LIMITED**  
**TERMS AND CONDITIONS OF PURCHASE (GOODS AND SERVICES)**

**Definitions:**

In these terms and conditions of purchase these definitions will apply:

<b>"Affiliate"</b>	means any person or entity controlling, controlled by or under common control with such party;
<b>"Anti-Slavery Laws"</b>	means any and all statutes, statutory instruments, bye-laws, orders, directives, treaties, decrees and laws (including any common law, judgment, demand, order or decision of any court, regulator or tribunal) anywhere in the world which relate to anti-slavery or servitude, anti-forced or compulsory labour and/or anti-human trafficking, including the Modern Slavery Act;
<b>"Agents"</b>	means directors, officers, employees, professional advisers contractors, subcontractors or any Affiliate of either party;
<b>"Contract"</b>	as defined in clause 1;
<b>"Data Protection Legislation"</b>	means the Data Protection Act 2018 and any guidance or codes of practice issued by the Information Commissioner from time to time (all as amended, updated or re-enacted from time to time);
<b>"Deliverables"</b>	means any product, service or material information, data, report, software, design, plan, strategy, graphics, artworks, or other item(s) delivered to SERCK as part of the Goods and/or Services;
<b>"Force Majeure Event"</b>	means any event which affects the performance by a party of its obligations under this Contract and arises directly from an act of God, local government or government, war, fire, flood, earthquake or storm, acts of terrorism, explosion, civil commotion or industrial dispute and which does not include industrial action within the Supplier or within the Supplier's supply chain;
<b>"Goods"</b>	means any goods to be provided by the Supplier to SERCK under these terms and conditions of purchase;
<b>"Intellectual Property Rights"</b>	includes:- (i) any copyright, design rights, patents, inventions, logos, business names, service marks and trademarks, Internet domain names, moral rights, rights in databases, data, source codes, reports, drawings, specifications, know how, business methods, trade secrets, semi-conductor rights, topography rights, whether registered or unregistered, rights in the nature of unfair competition and the right to sue for passing off; (ii) applications for registration, and the right to apply for registration, for any of these rights; and (iii) all other intellectual property rights and equivalent or similar forms of protection, existing anywhere in the world;
<b>"Modern Slavery Act"</b>	means the Modern Slavery Act 2015 (as it may be amended from time to time);
<b>"Modern Slavery Practice"</b>	means any practice that amounts to (a) slavery or servitude (each as construed in accordance with Article 4 of the Convention for the Protection of Human Rights and Fundamental Freedoms of 4 November 1950 as amended), (b) forced or compulsory labour (as defined by the International Labour Organisation's Forced Labour Convention 1930 (No. 29) and Protocol) (c) human trafficking or (d) the arranging or facilitation of the travel of another person with a view to that person being exploited;
<b>"Policies"</b>	the policies and standards of SERCK which shall apply to the Supplier and which may be updated from time to time and which are available to view at: <a href="http://www.unipart.com/csr/marketplace/">http://www.unipart.com/csr/marketplace/</a> ;
<b>"Purchase Order"</b>	means the commercial document issued from SERCK to the Supplier that has received appropriate approval within SERCK according to SERCK's governance levels. The Purchase Order may include, but not be limited to, specification/s, price/s, quantity/ies, currency, Purchase Order number and delivery address/schedule;
<b>"Premises"</b>	means the locations at which SERCK specifies the Goods and/or Services to be delivered to as set out in the relevant Purchase Order;
<b>"Price"</b>	the agreed value in the agreed currency (GBP unless stated otherwise) appearing on the Purchase Order and as further defined in clause 8;
<b>"SERCK"</b>	means Serck Services UK Limited or any of its Affiliates;
<b>"Services"</b>	means any services including design to be provided by the Supplier to SERCK under these Terms and Conditions;
<b>"Supplier"</b>	as named in the Purchase Order;
<b>"Terms and Conditions"</b>	the terms and conditions set out in this document as amended from time to time in accordance with <b>Error! Bookmark not defined.</b> 22.4.

**1. Formation**

- 1.1. Each quotation for the Goods and/or Services from the Supplier will be deemed to be an offer by the Supplier to sell the Goods and/or Services upon these Terms and Conditions. All quotations provided by the Supplier, including the price provision, will remain open for ninety (90) days from its date. The Contract is only formed when a Purchase Order is issued by SERCK to the Supplier, the "Contract". No Contract will exist prior to service of such notice of acceptance.
- 1.2. The subject of the Goods and/or Services shall be subject to the terms and conditions contained in this Contract, to the exclusion of any terms and conditions submitted at any time by the Supplier and whether printed or sent with any order form, purchase order acknowledgement of order or otherwise.

**2 Goods and Services**

- 2.1. The Supplier shall supply the Goods and/or Services during the Contract Period in accordance with SERCK's requirements as set out in the Purchase Order, any applicable regulations and the provisions of the Contract in consideration of the payment of the Price. SERCK may inspect and examine the manner in which the Supplier supplies the Goods and/or Services at the Premises during normal business hours on reasonable notice.
- 2.2. The Supplier will ensure that
  - 2.2.1. the Goods are marked and dispatched at the Supplier's expense in accordance with the requirements of SERCK and any applicable regulations;
  - 2.2.2. the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
  - 2.2.3. each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments (in accordance with Clause 2.10), the outstanding balance of Goods remaining to be delivered;
  - 2.2.4. any documentation required on the Purchase Order and/or required as a consequence of relevant legislation, including but not limited to installation and operations manuals, materials safety data sheets is supplied at the time of delivery;
  - 2.2.5. if the Supplier requires SERCK to return any packaging or crating material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier;
  - 2.2.6. any Goods are sufficient within any 'sell-by' date for SERCK's intended use of the Goods; and
  - 2.2.7. at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.
- 2.3. SERCK shall not be liable to pay for or return to the Supplier any packaging or crating.
- 2.4. If SERCK informs the Supplier in writing that SERCK reasonably believes that any part of the Goods and/or Services do not meet the requirements of the Contract or differ in any way from those requirements, and this is other than as a result of a default by SERCK, the Supplier shall at its own expense re-supply the Goods and/or re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by SERCK.
- 2.5. The Supplier shall deliver the Goods and/or Services at the time(s) and date(s) specified in the Purchase Order.
- 2.6. Unless otherwise stated in the Purchase Order or subsequent written agreement, the point of delivery shall be when the Goods are removed from the transporting vehicle at the Premises and except where otherwise provided in the Purchase Order, delivery shall include the unloading, stacking or installation of the Goods by the Supplier at such place as SERCK shall reasonably direct.
- 2.7. Time of delivery shall be of the essence.
- 2.8. SERCK shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. The risk in any over-delivered Goods shall remain with the Supplier unless they are accepted by SERCK. The Supplier warrants to cover any costs incurred by Serck as a consequence of over-delivery.
- 2.9. SERCK shall be under no obligation to accept or pay for any Goods and Services supplied earlier or later than the date for delivery stated in the Purchase Order.
- 2.10. SERCK shall not be obliged to accept delivery by instalments unless otherwise agreed by SERCK in writing in advance.
- 2.11. If any part of the Goods and/or Services are not supplied in accordance with the requirements of this Contract, the Supplier shall arrange all such additional resources and shall take all remedial as is reasonably necessary to correct such failure. Such resources and remedial action shall be without cost to SERCK. SERCK shall determine what is reasonably necessary and SERCK shall solely determine when such remedial action has been performed.

**3. Continuous Improvement**

- 3.1. The Supplier agrees to support and participate in SERCK's supplier development programme (Tend to Zero, or TTZ), as deemed appropriate by SERCK. This programme is designed to review processes and opportunities to reduce waste and cost from the entire supply chain to the benefit of the Supplier and SERCK.

**4. Risk and Ownership**

- 4.1. Title to, and risk in the Goods and/or the Services, shall without prejudice to any other rights or remedies of SERCK, pass to SERCK at the time of delivery.
- 4.2. The Supplier acknowledges that all materials, equipment and tools, drawings, specifications, and data supplied by SERCK to the Supplier including those of its client/s ("SERCK Materials") and all rights in the SERCK Materials are and shall remain the exclusive property of SERCK. The Supplier shall keep the SERCK Materials in safe custody at its own risk, maintain them in good condition until returned to SERCK and not dispose or use the same other than in accordance with SERCK's written instructions or authorisation.
- 4.3. As far as possible all such SERCK Materials are kept segregated from other materials/Supplier property and should be clearly identifiable as SERCK Materials.
- 4.4. The Supplier will use the SERCK Materials for the exclusive provision of the Goods and/or Services and will be responsible for any loss, damage or deterioration of the SERCK Materials.

**5. Warranties**

- 5.1. The Supplier warrants, represents and undertakes that:
  - 5.1.1. the quality and description of the Goods and/or Services shall be supplied in accordance with the terms detailed in the Purchase Order and, if samples and/or patterns are provided, conform in all material respects to the samples and/or patterns, with all due care and diligence, fit for any purpose held out by the Supplier or made known to the Supplier by SERCK expressly or by implication, and in this respect SERCK relies on the Supplier's skill and judgement, and of a high standard of design, material, workmanship and quality when measured against the standards generally expected within the relevant industry or service sector (hereafter defined as "**Good Industry Practice**");
  - 5.1.2. where they are manufactured Goods, be free from defects in design, material and workmanship and remain so for 12 (twelve) months after delivery or completion of the Services;
  - 5.1.3. where a standard of performance is specified, capable of the required standard of performance including, any performance guarantee detailed in the Purchase Order;
  - 5.1.2. it will comply with all applicable regulations or other legal requirements concerning the delivery of the Goods and/or provision of the Services. ;
  - 5.1.3. there are no actions, suits or proceedings or regulatory investigations pending or, to the Supplier's knowledge, against or affecting the Supplier before any court or administrative body or arbitration tribunal that might affect the ability of the Supplier to meet and carry out its obligations;
  - 5.1.4. it shall use all reasonable endeavours to ensure that no damage is caused to any property of SERCK or any person at or on the Premises and that no pollution of air, water or land occurs and that no nuisance and/or risk to the health of any person at or on the Premises is either created or aggravated; and
  - 5.1.5. it shall comply with the Policies.

**6. Obligations**

- 6.1. The Supplier acknowledges that it has entered into this Contract in reliance on its own due diligence alone.

- 6.2. The Supplier will advise SERCK of any fact, matter or circumstance of which it may become aware which would render any such information to be false or misleading.
- 6.3. In carrying out its rights and obligations hereunder, both parties shall act reasonably and in good faith at all times.
- 6.4. The Supplier shall be fully responsible for and shall indemnify SERCK for and in respect of any income tax, National Insurance and Social Security contributions and any other liability, deduction, contribution, assessment or claim in respect of earnings related insurance or any claim based on Supplier/employee status including reasonable cost brought about by the Supplier against SERCK including any claim or action under the Pensions Act 2008 and the Occupational and Personal Pension Schemes (Auto-Enrolment) Regulations 2010.
- 6.5. The Supplier shall ensure that any individual engaged or involved in providing the Goods and/or Services shall not be contracted directly or indirectly through an intermediary but will have pay as you earn (or PAYE) and national insurance contributions (or NICs) applied to their earnings, whether by the Supplier, an agency or third party.
- 6.6. Any personal services supplier will complete a check for employment status for tax assessment (assessed) prior to any commencement of work.  
For Suppliers working on SERCK or client sites:
- 6.7. Will only work to a suitable Risk Assessment & Method Statement and will only commence work once they have received a health, safety and environmental induction from the SERCK Contract Manager, or SERCK H, S and E staff before they commence work. Including information on rules local to the site, including H, S and E emergency procedures and Safety and environmental aspects of the work.
- 6.9. As a minimum the Supplier will conform to all current health, safety and environmental legislation, Codes of Practice and British and International Standards.
- 6.10. For any chemicals brought on site COSHH assessment sheets and manufacturers' data sheets must be available on site.  
For Design Contractors not engaged via a Contractor's Agreement
- 6.11. Current and industry standard Design software applications will be used.
- 6.12. The Goods and/or Services shall be provided in accordance with all applicable laws, rules, regulations, conventions, codes of practice, guidance and other requirements of any relevant government or governmental authority. The cost of such compliance, if any, is payable by the Supplier.

## 7. Anti-Slavery

- 7.1. The Supplier will not engage in any Modern Slavery Practice.
- 7.2. The Supplier will:
- 7.2.1. comply at all times with any anti-slavery Policy which SERCK may have or put in place from time to time and will procure that its officers, employees, agents, sub-contractors and any other persons who perform services for or on behalf of it in connection with this Contract will comply with the same at all times;
- 7.2.2. conduct proper and detailed checks on any agency or person used by the Supplier to provide labour, employees, contractors, sub-contractors or other persons to undertake tasks for the Supplier (in each case whether on a permanent or temporary basis) to ensure that any such agency or person does not engage in any Modern Slavery Practice;
- 7.2.3. provide SERCK (at the Supplier's cost) with such reasonable assistance and information as it may require from time to time to enable SERCK to:
- 7.2.3.1. perform any activity required by any government, regulatory entity or agency in any relevant jurisdiction for the purpose of compliance with any applicable Anti-Slavery Laws or as required by SERCK;
- 7.2.3.2. prepare a slavery and human trafficking statement as required by section 54 Modern Slavery Act and to include the matters referred to in section 54(5) of that Act;
- 7.2.3.3. identify any non-compliance with any codes or policies of SERCK that relate to its supply chains or business partners; and
- 7.2.3.4. conduct due diligence and to measure the effectiveness of the steps SERCK is taking or wishes to take to ensure that Modern Slavery Practices are not taking place in its business or supply chains;
- 7.2.4. permit SERCK, and any person nominated by it for this purpose, to have such access on demand to the Supplier's premises, personnel, systems, books and records as SERCK may require to verify the Supplier's compliance with this clause 7.
- 7.3. The Supplier warrants to SERCK that its responses to any anti-slavery due diligence questionnaire that may be issued by SERCK are and/or will be complete and accurate.
- 7.4. The Supplier will immediately give written notice to SERCK:
- 7.4.1. upon a breach, or suspected breach, of any of its obligations referred to in clauses 7.1 or 7.2 occurring;
- 7.4.2. upon becoming aware of a breach of its warranty set out in clause 7.3; and
- 7.4.3. of any non-compliance by it or its officers, employees, agents or sub-contractors with any anti-slavery Policy which SERCK may have or put in place, including a failure to meet any standard set out in that Policy.
- The notice will set out full details of the breach or suspected breach or non-compliance.
- 7.5. Without prejudice to the other terms and conditions of this Contract, SERCK may terminate this Contract immediately by giving written notice to that effect to the Supplier if the Supplier is in breach of any of its obligations under clauses 7.1 or 7.2 or its warranty under clause 7.3. The parties agree that a breach by the Supplier of any of its obligations or warranties under this clause 7 is a material breach of this Contract, irrespective of the level of financial loss, deprivation of benefit or exposure to liability that such breach would or potentially would give rise to.
- 7.6. SERCK will be entitled, by giving written notice to that effect to the Supplier, to require the Supplier to:
- 7.6.1. remove from the performance of this Contract any of the Supplier's officers, employees, agents or sub-contractors whom SERCK believes to be engaging in any Modern Slavery Practice; or
- 7.6.2. take such action as SERCK requires to ensure that the Supplier fully complies with any Anti-Slavery Law and the Policies.
- 7.7. The Supplier shall keep SERCK indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by SERCK as a result of or in connection with any claim brought or threatened against SERCK in each case arising out of or in connection with:
- 7.7.1. any breach by the Supplier of any of its obligations under this clause 7 (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations);
- 7.7.2. any breach by the Supplier of any of its warranty under clause 7.3; and
- 7.7.3. any breach by any contractor of the Supplier of any equivalent provisions to this clause 7 contained in the relevant contract (including any failure or delay in performing, or negligent performance or non-performance of, any obligations)
- including the costs of procuring the Services from a person other than the Supplier and the costs of interim service provision, the costs of any re-tender and the amount by which any new service provider's charges exceed the charges payable to the Supplier under this Contract) and including where such losses, liabilities, costs, damages or expenses arise from the negligence or failure of SERCK. However, the Supplier will have no liability to SERCK under this clause 7.7 for any loss, liability, cost, damage, expense, claim or proceeding to the extent that it would not have been incurred or suffered but for SERCK's criminal liability.

## 8. Price

- 8.1. The Price for the Goods and/or Services shall be as stated in the Purchase Order and unless otherwise stated shall be:
- 8.1.1. exclusive of any applicable VAT and/or equivalent taxes in other countries which will be payable at the applicable rate; and
- 8.1.2. inclusive of all costs and expenses for delivery of the Goods and Services and any duties, imposts or levies other than VAT.
- 8.1.3. fixed for this or any further Purchase Order(s) for the same Goods or Service for a period of twelve (12) months from the date of the relevant Purchase Order unless otherwise agreed in writing by SERCK and the Supplier.
- 8.2. At its sole discretion, Serck may decide to benchmark the performance of the Supplier and Prices to determine if the Supplier is competitive and to verify that the Goods and/or Services are being supplied in accordance with Good Industry Practice. The Supplier will be required to provide appropriate access to information in order to enable benchmarking.

## 9. Invoicing and Payment

- 9.1. The Supplier shall not provide any Goods and/or Services to SERCK and SERCK shall not incur any liability to the Supplier until the Supplier has been provided with a Purchase Order.
- 9.2. The Supplier shall invoice SERCK the Price, quoting the valid Purchase Order number and correctly addressed to the appropriate SERCK Branch Address. The Supplier shall invoice SERCK the Price, addressed to the following quoting the valid Purchase Order number.
- 9.3. Invoices authorised by Serck will be paid by BACs by SERCK four (4) working days after the invoice due date. Invoice due date shall be the month end following the month the valid invoice is received, unless otherwise agreed. Payment by SERCK will be without prejudice to any claims or rights which SERCK may have against the Supplier and will not constitute any admission by SERCK as to the performance by the Supplier of its obligations under the Contract.
- 9.4. SERCK shall be entitled to deduct from any invoice any sum due to SERCK including any sums SERCK is entitled to receive for failure to achieve agreed service levels.

## 10. Intellectual Property Rights

- 10.1. All Intellectual Property Rights in SERCK trademarks and brands shall not be used by the Supplier for any purpose without SERCK's prior written consent and then only if used in compliance with SERCK's brand guidelines.
- 10.2. All Intellectual Property Rights in respect of the Goods delivered and/or Services provided will vest in SERCK unconditionally and immediately on their creation. Accordingly, the Supplier assigns to SERCK for all purposes, applications and fields of use (including by way of an assignment of future Intellectual Property Rights) all Intellectual Property Rights in the Goods and/or Services including, without limitation, the right to take action for any past, present and future damages and other remedies in respect of any infringement. SERCK grants to the Supplier a royalty-free, non-exclusive, non-transferable licence to use the Deliverables solely to supply the Goods and perform the Services.

## 11. Liability

- 11.1. Neither party limits its liability for:
- 11.1.1. fraud, theft or other illegal acts by it or its employees;
- 11.1.2. death or personal injury caused by its negligence or that of its employees, agents or subcontractors as applicable;
- 11.1.3. any regulatory losses, fines, expenses or other losses arising from by that party of any law or regulation or a breach of clause 17 by the Supplier;
- 11.1.4. a breach of the implied terms as to title as set out in section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982, or any other legal duty as may change from time to time.
- 11.2. Subject always to clause 11.1 the total aggregate liability of SERCK shall be limited to the price paid to the Supplier.
- 11.3. The Supplier shall indemnify SERCK and keep SERCK indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise or is caused directly or indirectly by any act or omission of the Supplier (including any failure or delay in performing, or negligent performance or non-performance of, any of its obligations under the Contract).
- 11.4. The Supplier shall hold employer's liability insurance, public liability insurance, professional indemnity and any other insurances in accordance with any legal requirement in force from time to time.
- 11.5. The Supplier will give to SERCK, upon request, copies of all current insurance policies as referred to in clause 11.4
- 11.6. If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by the provisions of the Contract SERCK may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 11.7. The provisions of any insurance or the amount of cover shall not relieve Supplier of any liabilities under the Contract.

## 12. Termination

- 12.1. Either party may terminate this Contract:
- 12.1.1. immediately if the other party commits a material breach which cannot be remedied;
- 12.1.2. if the other party commits a material breach which can be remedied but that party fails to remedy that breach within twenty one (21) days of a written notice setting out the breach and requiring it to be remedied;
- 12.1.3. if prevented from performing its obligations under this Contract due to a Force Majeure Event in accordance with clause 19;
- 12.2. SERCK will have the right, without prejudice to its other rights or remedies, to terminate this Contract or a Purchase Order immediately by written notice to the Supplier, if the Supplier:
- 12.2.1. is the subject of any order made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or

- reconstruction); or
- 12.2.2. has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets; or
- 12.2.3. enters into or proposes any composition or arrangement with its creditors generally; or
- 12.2.4. is the subject of any events or circumstances or analogous to the foregoing in any applicable jurisdiction; or
- 12.2.5. has done anything which brings or might reasonably be expected to bring SERCK or SERCK clients into disrepute or otherwise damage other contractors, employees, agents, customers, suppliers, other business associates or the general public (including, but not limited to, committing an act of fraud or dishonesty whether or not connected with the provision of the Services); or
- 12.2.6. has a change in its ownership and/or control; or
- 12.2.7. fails to achieve the service levels as may be defined in the Purchase Order or Schedule.
- 12.3. SERCK shall have the right to terminate this Contract on thirty (30) days notice for any reason.
- 12.4. Upon termination or expiry of the Contract, the Supplier shall at no additional cost to SERCK promptly and fully co-operate in relation to any transfer of responsibility under arrangements that SERCK shall notify and provide such assistance and comply with such timetable as SERCK may reasonably require for the purpose of ensuring an orderly transfer of responsibility.
- 13. Confidentiality and Publicity**
- 13.1. Each party (the "Receiving Party" for the purposes of this clause 13) shall not disclose to third parties nor use for any purpose other than for the proper fulfillment of the purpose of this Contract any Confidential Information received from the other party (the "Disclosing Party") in whatever form under or in connection with this Contract without the prior written permission of the Disclosing Party except Confidential Information:
- 13.1.1. to extent it is or becomes generally available to the public other than through a breach of this Contract; or
- 13.1.2. which the Receiving Party can show by its written or other records was lawfully in the possession of the Receiving Party prior to disclosure hereunder and which had not previously been obtained from the Disclosing Party or another person known by the Receiving Party under an obligation of confidence to the Disclosing Party; or
- 13.1.3. which was in the public domain at the time of disclosure or later became part of the public domain without breach of the confidentiality obligations herein contained; or
- 13.1.4. which subsequently comes into the possession of the Receiving Party from a third party who does not owe the Disclosing Party an obligation of confidence in relation to it; or
- 13.1.5. which the Receiving Party can show by its written or other records was independently developed by employees of the Receiving Party having no access to the Confidential Information.
- 13.2. Provided that both parties shall be entitled to provide Information to that party's financial, legal or technical advisers and may provide information comply with an order of any statutory or judicial body or the rules of the stock exchange on which shares of the relevant party or its Affiliates are traded.
- 13.3. Affiliates of a party engaged in the performance of this Contract shall not be deemed to be third parties for the purposes of this clause 13 on condition that the respective party ensures full compliance by such Affiliates with all of the provisions of this clause 13.
- 13.4. Each party shall limit access to Confidential Information to those of its employees for whom such access is reasonably necessary for the proper performance of this Contract.
- 13.5. Either party shall return all confidential and other material provided to the other party in connection with this Contract upon request within five (5) working days of such request.
- 13.6. The obligations of both parties as to disclosure and confidentiality shall continue in force for a period of five (5) years from the date of disclosure notwithstanding the termination of this Contract.
- 14. Announcements**
- 14.1. The Supplier shall not:
- 14.1.1. Make any press announcements or publicise the agreed commercial terms in any way; or
- 14.1.2. Use SERCK's name or brand in any promotion or marketing or announcement of orders without the prior written consent of SERCK.
- 14.2. Each party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other party and each party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.
- 15. Anti-Bribery**
- 15.1. The Supplier shall:
- 15.1.1. comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 15.1.2. comply with SERCK's Anti-Corruption and Bribery Policy, details of which can be found at: <http://www.unipart.com/csr/marketplace/>
- 15.1.3. promptly report to SERCK any request or demand which if complied with would amount to a breach of either this Contract or SERCK's Anti-Corruption and Bribery Policy;
- 15.1.4. ensure that any person providing Goods and/or Services in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person/s terms equivalent to those imposed under this clause.
- 15.2. Breach of clause shall be deemed a material breach of this Contract entitling SERCK to terminate immediately.
- 15.3. The Supplier shall keep an up to date register of gifts and hospitality offered by the Supplier to SERCK personnel, whether accepted or not, which may be inspected by SERCK from time to time upon reasonable prior notice.
- 16. Corporate and Social Responsibility and SERCK Policies**
- 16.1. The Supplier shall:
- 16.1.1. take all reasonable steps, in accordance with good industry practice, to prevent fraud by its staff, and the Supplier (including its shareholders, members and directors) in connection with the receipt of monies from SERCK. The Supplier shall notify SERCK immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur;
- 16.1.2. not lawfully discriminate within the meaning and scope of the Sex Discrimination Act 1975, the Employment Equality (Sexual Orientation) Regulation 2003, the Employment Equality (Religion or Belief) Regulation 2003, the Employment Equality (Age) Regulations 2006, the Equality Act 2006, the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enhancement thereof;
- 16.1.3. comply with SERCK's Policies as updated at <http://www.unipart.com/wps/wcm/connect/unipart/unipartgroup/home/responsibility/csroverview> from time to time.
- 17. Data Protection**
- 17.1. Any information and data provided by SERCK to the Supplier and used by the Supplier directly or indirectly in the performance of this Contract shall remain at all times the property of SERCK. It shall be identified, clearly marked and recorded as such by the Supplier on all media and in all documentation.
- 17.2. The Supplier shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of SERCK data and information.
- 17.3. In the event of termination of this Contract the Supplier shall when directed to do so by SERCK, instruct all its agents and sub-contractors to, erase all information and data provided by SERCK and all copies of any part of the information and data provided by SERCK from the Supplier's systems and magnetic data.
- 17.4. The Supplier agrees to comply and have adequate measures in place to ensure that its staff comply at all times with the provisions and obligations contained in Data Protection Legislation (as amended from time to time).
- 17.5. All personal data acquired by the Supplier from SERCK shall only be used for the purposes of this Contract and shall not be further processed or disclosed without the consent of SERCK.
- 17.6. The Supplier shall indemnify SERCK in full for any breach of Data Protection Legislation in clause 17.4 which renders SERCK liable for any losses, liability, costs, fines, claims or expenses howsoever arising (on a full indemnity basis) including legal and other professional costs and costs of enforcement.
- 18. Supplier's Obligations in connection with TUPE**
- 18.1. In circumstances where the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or updated from time to time ("TUPE") apply and where requested to do so by SERCK the Supplier shall provide such information as is legally permissible and within the legal timeframes.
- 18.2. During the three (3) month period preceding the expiry of the Contract or within any period of notice of termination, the Supplier, shall not without the prior written agreement of SERCK (which shall not be unreasonably withheld or delayed):
- 18.2.1. materially amend the terms and conditions of employment of any employee whose work, wholly or mainly falls within the scope of the Contract; or
- 18.2.2. materially increase the number of employees whose work (or any part of it) is work undertaken for the purposes of this Contract, save where this is necessary for the provision of the Services in accordance with this Contract; or
- 18.2.3. re-assign or redeploy any employee whose work wholly or mainly within the scope of this Contract.
- 18.3. If TUPE applies, the Supplier shall and shall not knowingly do or omit to do anything which may adversely affect an orderly transfer of responsibility for provision of the Services. The Supplier agrees to indemnify SERCK and any subsequent supplier fully at all times from all costs, claims liabilities and expenses (including legal expenses) whatsoever in any way connected with or arising from or relating to the provision of TUPE without limitation.
- 19. Force Majeure**
- 19.1. Neither party will be liable to the other party for any delay or non-performance of its obligations under this Contract to the extent it arises from a Force Majeure Event subject to the affected party:
- 19.1.1. promptly notifying the other party in writing of the cause of the delay or non-performance and the likely duration of the delay or non-performance; and
- 19.1.2. using its best endeavours to limit the effect of the delay or non-performance on the other party.
- 19.2. On the occurrence of the Force Majeure Event, SERCK may terminate this Contract immediately.
- 20. Third Party Rights**
- 20.1. Subject to clause 20.2 a person who is not a party to this Contract may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 20.2. Subject to clause 20.3 any SERCK Affiliate may enforce any term of this Contract.
- 20.3. SERCK may, as agent and trustee for SERCK Affiliates, enforce on behalf of its Affiliates any term of this Contract.
- 21. Notices**
- 21.1. Any notice or other document to be served under this Contract to the other party may be delivered or sent by post to the Supplier at the address as defined in the Purchase Order and copy to SERCK at the following address: Company Secretary, Serck Services UK Limited, Unipart House, Cowley, Oxford OX4 2PG and to any other address/es as may have notified in writing to the Supplier. Any notice or other document sent by post will be sent by prepaid first class recorded delivery post (if within the United Kingdom) or by prepaid airmail (if elsewhere).
- 21.2. Any notice or document will be deemed to have been served:
- 21.2.1. if delivered via courier at the time of delivery or, if delivered after 16.00 GMT, on the next working day;
- 21.2.2. if posted from within the UK, before 10.00 GMT, on the second Business Day after it was put into the post.
- 21.3. In proving service of a notice or document it will be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted (either by prepaid first class recorded delivery post or by prepaid airmail, as the case may be).
- 22. General**
- 22.1. **No partnership or agency:** Nothing in this Contract will be deemed to a partnership between the parties nor constitute either party as the agent of the other party for any purpose.
- 22.2. **Counterparts:** This Contract may be executed in any number of counterparts all of which taken together will constitute one and the same Contract, may enter into this Contract by executing a counterpart.
- 22.3. **Waiver:** The rights of each party under this Contract:
- 22.3.1. may be exercised as often as necessary;
- 22.3.2. are cumulative and not exclusive of rights or remedies provided by law save to the extent that such rights are inconsistent with those rights as expressly set out in this Contract; and
- 22.3.3. may be waived only in writing and specifically.
- Delay in exercising or non-exercise of any such right is not a waiver of that right.

22.4. **Amendments:** Any amendment of this Contract will not be binding on the parties unless signed by authorised representatives of each of the parties.

22.5. **Severability:** If any term of this Contract is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:

22.5.1. the legality, validity or enforceability in that jurisdiction of any other term of this Contract; or

22.5.2. the legality, validity or enforceability in other jurisdictions of that or any other provision of this Contract.

22.6. **Costs:** Each party will pay the costs and expenses incurred by it in connection with the entering into of this Contract.

22.7. **Audit:** SERCK, or SERCK authorised representatives, may at their discretion audit compliance to the Suppliers obligations in accordance with this Contract provided that such audit is carried out with reasonable prior notice.

22.8. **Subcontracting, Assignment and Novation:** The Supplier shall not subcontract, assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights and obligations under this Contract without the prior written consent of SERCK. SERCK may assign, novate or otherwise dispose of any of its rights and obligations under this Contract and any associated third party licences to any other contracting customer.

### 23. Law and Jurisdiction

23.1. This Contract is governed by English law.

23.2. The courts of England and Wales shall have exclusive jurisdiction over any disputes arising out of or in connection with this Contract and the parties accordingly submit to the exclusive jurisdiction of the English courts.