

1 Basis of contract

1.1 “We”, “our” and “us” shall mean Barentz UK Limited, Forum Health Products Limited or any other affiliated company whose name is specified in the Agreement (as defined below).

1.2 These conditions (“Conditions”) cover all sales of goods and products (“Products”) by us and these Conditions apply to all our offers, price quotations, contracts and agreements for the supply of Products by us to you, to the exclusion of any other terms that you seek to impose or incorporate (including, without limitation, any terms on, with, or referred to in, your order), or which are implied by law, trade custom, practice or course of dealing. Without prejudice to the foregoing, you waive any right you might otherwise have to rely on any term endorsed upon, delivered with or contained in any of your documents that is inconsistent with these Conditions.

1.3 The entire contract for any sale of Products by us (the “Agreement”) shall comprise these Conditions and your order, if and to the extent accepted by us in writing. Your order constitutes an offer by you to purchase the Products in accordance with these Conditions. No order is binding on us until we accept it in writing or we complete delivery of the Products specified therein, at which point the Agreement shall come into existence. We shall not be obliged to accept your order and, if we do, acceptance may be subject to us being satisfied with your credit worthiness.

1.4 The prices set out in “price indication” and “offer” or similar documents issued by us are non-binding and are valid for the period specified in such document. If no period of validity is specified, prices provided by us in quotations or otherwise are valid for 14 days from the date of issue. All prices indicated are subject to change in the event of any unavoidable increase in import duties or taxes, import costs, supply chain costs or the costs of goods.

1.5 Any samples, drawings, descriptive matter, or advertising produced by us or our suppliers, and any descriptions or illustrations contained in our or our suppliers’ catalogues or brochures, are produced for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Agreement nor have any contractual force.

1.6 For the purposes of these Conditions “Certificate of Analysis” means the certificate produced by the manufacturer in respect of the Products which demonstrates that the Products comply with the Specification at the time of manufacturing and “Specification” means the manufacturer’s or our specification of the Products. “Certificate of Conformity” means the certificate signed by the manufacturer of the Products declaring that the Products meet all applicable technical, quality and safety requirements of the directives and regulations in the country of manufacture.

2 Delivery and call-off

2.1 Any delivery or performance dates are estimates only and, whilst we shall use our reasonable endeavours to meet any delivery timescale or date, time for delivery is not of the essence. You shall not be entitled to refuse delivery of Products made outside the estimated delivery period or claim a price reduction or damages in respect of any such delivery. If we exceed the delivery timescale or date by more than: (i) 20 Working Days if the Products originate from within Europe; or (ii) 30 Working Days if the Products originate from outside Europe (where “**Working Day**” means any day other than a Saturday, Sunday or public holiday in England), and such delay is caused by events or circumstances within our control, we shall, subject to clause 8, compensate your demonstrable losses up to a sum not exceeding 2.5%

of the order value of the delayed Products. Without prejudice to the foregoing, we shall not be liable for any delay in delivery of the Products that is caused by your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

2.2 We may deliver the Products by instalments, which may be invoiced and paid for separately. Each instalment of Products shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle you to cancel the Agreement or treat it as repudiated or to cancel any other instalment.

2.3 If we deliver up to and including 5% more or less than the quantity of Products ordered you may not reject them, but on receipt of notice from you that the wrong quantity of Products was delivered, we shall make a pro rata adjustment to the invoice for the Products.

2.4 Delivery will be made to the address stated in the Agreement. Any costs incurred to deliver the Products elsewhere may be charged to you, as may any costs we incur by virtue of your failure to accept delivery of the Products (including, but not limited to, return delivery costs and storage costs). If we store the Products, we will do so at your sole risk.

2.5 Delivery of the Products shall be deemed to have taken place when the Products are delivered in accordance with the agreed Incoterm. Unless otherwise agreed in writing, the Products will be delivered DAP (Incoterms 2020) where the Products are to be delivered in the United Kingdom and CIF (Incoterms 2020) where the Products are to be delivered outside the United Kingdom.

2.6 If the Agreement is for the delivery of volume(s) of Products (Call-off Volume) over a period of time (Call-off Period), such that the Products are called-off by you as required, and then delivered and invoiced by us, we shall have the right at the end of the Call-off Period to: (a) require you to then call-off any remainder of the Call-off Volume not called-off during the Call-off Period (whereupon they will be delivered and invoiced); and (b) if you fail to do so or you fail to take delivery, to invoice you in respect of such remainder and to charge you for storage costs. This clause does not apply where specific instalments (as to volume and delivery dates) are specified in the Agreement.

2.7 Where delivery of the Product is to be in multiple instalments, we reserve the right to invoice you for the relevant volume of the Product if you have not arranged delivery by the date specified for each instalment or, if no date is specified, within six months from the date of your order, and to charge you for storage if you do not then take delivery.

2.8 You acknowledge clause 2.6 and 2.7 to be fair and reasonable because the price of the Products is based on the quantity ordered, the cost to us of those Products and their storage, and currency exchange rates, and because Products have expiry dates.

3 Risk and Title

3.1 Risk in the Products passes to you on delivery in accordance with the applicable Incoterm. Title to the Products shall pass to you when you pay all monies owing to us.

3.2 We may claim against you for the Price (as defined in clause 4.1 below) even though title has not passed. Until such time as title passes to you, you must store the Products safely, securely and separately from your own goods, clearly marked as our property and in strict compliance with any recommendations and instructions of the manufacturer of the Products.

3.3 Notwithstanding clause 3.1, you may use or re-sell the Products in the ordinary course of your business prior to the passing of title provided that you do so as

principal and not as our agent, in which event title to the Products shall pass from us to you immediately before: (a) the time at which the transfer of title from you to your customer occurs; or (b) the Products are irreversibly incorporated by you into another product, as the case may be.

3.4 You are deemed to have resold and/or used the Products in the order in which they were invoiced by us. If you are at any time late in making payment of any sum due to us or in breach of any Agreement we shall be entitled to: (a) by notice in writing, terminate your right under clause 3.3 to resell the Products or use them in the ordinary course of your business; and (b) require you to deliver up all Products to which title has not passed to you and if you fail to do so promptly, enter any premises of yours or of any third party where the Products are stored in order to repossess them.

3.5 You may not pledge or in any way charge for any indebtedness any Products which are our property. If you do so, you shall be in material irremediable breach of all Agreements and all sums owing to us from you shall become immediately due and payable.

3.6 If, before title to the Products has passed to you, any third party seeks to remove, take control of or exercise any rights in respect of the Products you shall: (a) immediately inform them (and promptly confirm to them in writing) that we own the Products; and (b) immediately inform us (and promptly confirm to us in writing) the identity and contact details of such third party.

4 Offers, Prices and Payment

4.1 The price for the Products shall be the price applicable at the date of our acceptance of your order (“Price”). The Price is on the basis of the applicable Incoterm and excludes amounts in respect of value added tax or any other applicable taxes (“VAT”). You shall be additionally liable to pay any applicable VAT at the prevailing rate unless expressly stated and agreed otherwise in the Agreement.

4.2 Products must be paid for at the time of placing the order by electronic transfer of funds. Products bought on credit must be paid in full 30 days from the date of our invoice unless otherwise agreed with us in writing. Time for payment shall be of the essence and all payments shall be made in the currency stated on the invoice.

4.3 If at any time your credit worthiness becomes unsatisfactory (in our sole opinion) or you exceed your credit limit, we may:

4.3.1 require advance cash payment for any future deliveries;

4.3.2 require other security satisfactory to us;

4.3.3 withhold any delivery; and/or

4.3.4 terminate the Agreement with immediate effect.

4.4 All amounts due shall be paid by you to us in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4.5 If you default on any payment under the Agreement or we terminate the Agreement in accordance with clause 9, all payments due to us under all Agreements between us shall become payable immediately and we may:

4.5.1 charge you interest at the maximum rate permissible by law:

(a) calculated (on a daily basis) from the due date until payment; and

(b) before and after any judgment (unless a court orders otherwise);

4.5.2 claim fixed sum compensation from you as permitted by law to cover our credit control overhead costs; and

4.5.3 recover (under clause 4.6) the cost of taking legal action to make you pay.

4.6 You shall indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs, legal costs on a full indemnity basis and the cost of instructing a debt recovery agency to recover a debt due to us if any) following any breach by you of any of your obligations under any Agreement.

4.7 Unless explicitly agreed in the Agreement that prices are fixed (by using the term “fixed” or a similar term), we may, by giving written notice to you at any time up to 7 days before delivery of the Products: (a) increase the Price to reflect any increase in the cost of the Products that is due to any factor beyond our control (including but not limited to foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials, product and other costs); or (b) in such circumstances and where the increase is materially detrimental to us terminate the Agreement, in either case in our sole discretion.

4.8 You acknowledge clause 4.7 to be fair and reasonable because the Price of the Products is based on the quantity ordered and the cost to us referred to in that clause.

5 Warranties and Returns

5.1 We warrant that upon delivery the Products will conform in all materials respects with the Specification or, if applicable, the Certificate of Analysis or Certificate of Conformity. All warranties conditions and/or terms implied by law are excluded to the fullest extent permitted by law (including but not limited to those implied by sections 13 to 15 of the Sale of Goods Act 1979). We do not warrant that the Products will be suitable for any particular purpose (regardless of whether any such purpose is evident, or may be inferred, from your order or the Agreement). You shall not be entitled to assert claims for defects in respect of any non-conformity with the Specification or, if applicable, the Certificate of Analysis or Certificate of Conformity that is not material or that does not impair the usability of the Products.

5.2 We are not in a position to test the Products which we supply. You acknowledge and accept that we do not open the packaging of the Products and inspect them prior to despatch.

5.3 You alone are responsible for: (a) ensuring that any performance requirement indicated in any documentation supplied by us in respect of the Products is sufficient and suitable for your purpose; (b) ensuring that the Products are fit for the purpose(s) and applications for which you intend to use them and are of adequate quality in relation to such use (whether in, or in conjunction with other products, or on their own); (c) any results obtained from processing or using the Products; (d) ensuring that the Products (and your processing, use or sale of them or goods incorporating or made from them) comply with all applicable laws and regulations in the territories in which you process, use or sell the Products or goods incorporating or made from them; (e) obtaining any governmental or regulatory approval health, safety, environmental or other approvals in relation thereto; and (f) the accuracy and honesty of your marketing, promotional and other materials relating to the Products or any products with which they are combined or into which they are incorporated. You shall at all times comply with all applicable laws and regulations, and any instructions provided by us, relating to the storage, resale, transportation, processing, handling and all other uses and acts in respect of the Products.

5.4 Upon delivery you will inspect the package/packageing of the Products. Where the package/packageing is/ or appears to be damaged in any way then you must bring this to the attention of the

deliverer. Where items are signed for on delivery you must mark “package damaged” when signing for the item.

5.5 Immediately upon receipt you will properly inspect the Products for apparent defects or deficiencies and shall notify us in writing within three (3) Working Days of delivery if the Products are damaged, defective or deficient, or if they do not comply with the Agreement. Unless the Products are finished products, you shall also comprehensively and diligently test the Products before processing, using, or selling the Products, and in any event within two (2) months after receipt of the Products. If a defect is discovered, you shall notify us of such defect in writing within three (3) Working Days of discovering it. In relation to any defects that were not, and could not be, discovered by comprehensive and diligent testing of the Products (or, in the case of finished products: by diligent inspection of the Products) (“Hidden Defects”), you shall notify such defects to us in writing within three (3) Working Days after discovery but no later than four (4) months after receipt of the Products. All expenses or costs for the testing and inspection of the Products shall be borne by you. Where a defect or damage is discovered, you shall not process, use or sell the Products, and you are under a duty to take care of the Products until they have been returned to us or we have confirmed in writing that you may dispose of such Products in accordance with local regulations and laws. We will only accept returns of Products by prior written agreement and, if you return the Products without our prior authorisation, or if you return Products that are not defective, you do so at your own risk and expense and without any obligation on us to repair, replace or credit them (and if you wish us then to return them to you, we will do so at your risk and expense). If we have confirmed that you may dispose of the defective Products, or once we have received the returned Products and have confirmed that they are defective, we will then either repair the defect in the Products, replace the Products with Products that conform to the Agreement or issue a credit note. In case of Hidden Defects that were discovered after the Products have been processed, we accept liability, subject to clause 8.

5.6 We shall not be liable for the failure of any Products to comply with the warranty set out in clause 5.1, or have any liability to you in relation to the Products, in any of the following circumstances: (a) the defect arises because you failed to follow our oral or written instructions for the storage, handling or use of the Products or (if there are none) good trade practice regarding the same; (b) the defect arises as a result of us following any specification supplied by you; (c) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or (d) the Products differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.7 Any failure by you to follow the requirements and procedures detailed in this clause 5 shall constitute a breach by you and we shall: (a) be under no obligation to provide a repair, replacement or a credit note; and (b) have no liability to you in respect of the relevant Products.

5.8 Except as provided in this clause 5, we shall have no liability to you in respect of the Products' failure to comply with the warranty set out in clause 5.1.

6 Compliance

6.1 You shall be responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, processing, registration, labelling and resale of all Products as from their delivery.

6.2 Many chemicals are potentially dangerous and should only be used or handled with appropriate care. You have the responsibility to ensure that markings and instructions required under health and safety regulations and applicable law are maintained on Products and packages and are followed and transferred in the event you re-pack the Products.

6.3 You warrant that any exportation of our Products will be in strict conformance with applicable laws in England and Wales and in any jurisdictions in which you operate, including relevant export control and economic sanctions law and regulations.

6.4 You confirm that you will not use the Products or facilitate their use by third parties in violation of such regulations, manufacturer's instructions, export control regulations, or any restrictions set out in our quotation, the Agreement or any labelling, markings and/or instruction supplied on or with the Products.

6.5 You shall defend and indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and other professional costs and expenses) suffered or incurred by us arising from your use of the Products in the manufacture, supply or distribution of any other goods or in the provision of any service.

7 Force Majeure

We shall not be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of our obligations under it if such delay or failure results from an event, circumstance or cause beyond our reasonable control (including, without limitation, acts of God, flood, drought, earthquake or other natural disaster, epidemics or pandemics of disease, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts, supply chain disruption, shortages or lack of availability of products, materials or raw materials, and interruption or failure of utility service) (a “Force Majeure Event”). A Force Majeure Event that affects our suppliers, contractors, sub-suppliers or sub-contractors shall be deemed to be a Force Majeure Event affecting us. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed or we shall be entitled to a reasonable extension of the time for performing such obligations, whichever is the longer. If the period of delay or non-performance continues for 60 days, you may terminate the Agreement by giving 7 days' written notice to us.

8 Limitation of Liability

8.1 The restrictions on liability in this clause 8 apply to every liability arising under or in connection with the Agreement including liability in contract, tort

(including negligence), misrepresentation, restitution or otherwise.

8.2 Nothing in the Agreement limits any liability which cannot legally be limited, including liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; and (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession).

8.3 Subject to clause 8.2, our total liability to you shall not exceed two times the net invoice value (excluding VAT) of the Products to which such liability relates, per event or series of events having the same cause, subject to a maximum of €500,000 in aggregate during the term of the Agreement.

8.4 Subject to clause 8.2, the following types of loss are wholly excluded: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts or customers; (d) loss of anticipated savings; (e) loss of use or corruption of software, data or information; (f) loss of or damage to goodwill; (g) penalties and fines; (h) liability for environmental damage; and (i) indirect or consequential loss.

8.5 Unless you notify us that you intend to make a claim in respect of an event within the notice period specified below, or if you notify us within the notice period but do not commence legal proceedings against us within one year of so notifying us, we shall have no liability for that event. The notice period for an event shall start on the day of delivery of the Products and shall expire four months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

8.6 This clause 8 shall survive termination of the Agreement.

9 Termination and suspension

9.1 Without limiting our other rights or remedies, we may terminate this Agreement with immediate effect by giving written notice to you if: (a) you commit a material breach of any term of the Agreement and (if such a breach is remediable) fail to remedy that breach within 30 days of you being notified in writing to do so; (b) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; (c) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or (d) your financial position deteriorates so far as to reasonably justify the opinion that your ability to give effect to the terms of the Agreement is in jeopardy.

9.2 Without limiting our other rights or remedies, we may terminate the Agreement with immediate effect by giving written notice to you if you fail to pay any amount due under the Agreement on the due date for payment (other than payments withheld in circumstances of bona fide dispute between the parties).

9.3 Without limiting our other rights or remedies, we also reserve the right to suspend the supply of Products under the Agreement or any other contract between you and us if we have a right to terminate under this clause 9 or if we reasonably believe that you are about to become subject to any of the events listed in clause 9.1(b) to clause 9.1(d) (inclusive).

9.4 On termination of the Agreement for any reason you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of

Products supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt.

9.5 Termination or expiry of the Agreement, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

9.6 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

10 Confidential Information

10.1 You undertake that you shall not at any time disclose to any person any of our Confidential Information (as defined in clause 10.4 below), except as permitted by clause 10.2.

10.2 You may disclose our Confidential Information: (a) to your affiliates, employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising your rights or carrying out your obligations under the Agreement. You shall ensure that your affiliates, employees, officers, representatives, contractors, subcontractors or advisers to whom you disclose our Confidential Information comply with this clause 10; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3 You shall not use our Confidential Information for any purpose other than to exercise your rights and perform your obligations under or in connection with the Agreement.

10.4 In this clause 10, "Confidential Information" means all confidential information (however recorded or preserved) disclosed by us to you whether before or after the date of the Agreement and whether or not marked or identified as being confidential, including but not limited to: (a) the existence and terms of this agreement; (b) business, assets, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of us (or of any member of our group of companies); and (c) operations, processes, product information, product formulations, product prices, know-how, designs, trade secrets or software of us (or of any member of our group of companies).

10.5 The provisions of this clause 10 shall not apply to any Confidential Information that: (a) is or becomes generally available to the public (other than as a result of its disclosure by you or your Representatives in breach of this clause); (b) was available to you on a non-confidential basis before disclosure by us; (c) was, is or becomes available to you on a non-confidential basis from a person who, to your knowledge, is not bound by a confidentiality agreement with us or otherwise prohibited from disclosing the information to you; or (d) is developed by or for you independently of the information disclosed by us.

11 Intellectual property

11.1 To the extent that the Products are to be manufactured in accordance with a specification supplied by you, you shall defend and indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by us in connection with: (a) any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in

connection with our use of your specification and/or our supply of Products manufactured in accordance with that specification; or (b) any claim made against us by a third party for death, personal injury or damage to property arising out of or in connection with the Products, to the extent attributable to such specification. This clause shall survive termination of the Agreement.

12 General

12.1 Each party's rights and remedies are cumulative and no failure or delay by either party in enforcing its rights or remedies shall be construed as a waiver of such rights or remedies unless stated by the waiving party in writing to be so, nor shall any partial exercise of a right or remedy preclude or limit the further exercise of that or any other right or remedy.

12.2 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement. If any provision of the Agreement is deemed deleted under this clause, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.3 The Agreement sets out the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.4 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

12.5 This Agreement may not be varied except by the written agreement of the parties.

12.6 You acknowledge that in entering into each Agreement, you did not rely upon any matters that are not set out in it.

12.7 No Agreement may be assigned in whole or in part by you without our prior written consent. We are entitled to assign, novate or otherwise transfer or deal with any Agreement upon providing notice to you.

12.8 A person who is not a party to an Agreement shall not derive the right to enforce any of the terms of that Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

12.9 Any notice given to a party under or in connection with the Agreement shall be in writing and shall be: (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or (b) sent by email (if to us, then to the email address of a commercial manager or any other email address used by us in correspondence with you in relation to the Agreement; if to you, then to a procurement manager or any other email address used by you in correspondence with us in relation to the Agreement).

12.10 Any notice shall be deemed to have been received: (a) if delivered by hand, at the time the notice is left at the proper address; (b) if sent by pre-paid first-class post or other next working day delivery service, at 11.00 am on the second Working Day after posting; or (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.10(c), business hours

means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

12.11 Clause 12.9 and clause 12.10 do not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12.12 If you apply for or accept a credit facility from us, we may undertake a search with one or more credit reference agencies in respect of your business in order to decide whether or not to grant such a facility (and from time to time to reassess that facility). Such searches will provide us with credit history and an assessment of credit worthiness, and we will keep a record of each search. We will also monitor and record information relating to your trade performance.

13 Anti-bribery and Corruption

13.1 You and we shall each: (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**); (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; (c) have and shall maintain in place throughout the term of this Agreement policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and clause 13.1(b), and enforce them where

appropriate; (d) notify the other (in writing) upon becoming aware of any breach of clause 13.1(a) or clause 13.1(b), or upon having reason to believe that you or we, or any person associated with you or us, have received a request or demand for any undue financial or other advantage in connection with the performance of this Agreement; (e) immediately notify the other party (in writing) if a foreign public official becomes an officer or employee or acquires a direct or indirect interest in the business, and warrants that there are no foreign public officials as direct or indirect owners, officers or employees at the date of this Agreement.

13.2 Breach of this clause 13 shall be treated as a material breach of the Agreement for the purposes of clause 9.1.

14 Anti-slavery

14.1 You and we shall each: (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; (b) have and maintain throughout the term of this Agreement policies and procedures to ensure compliance; (c) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

15 Restrictions

15.1 You shall not, during the term of the Agreement and for twelve (12) months after the end of such

Agreement, directly and/or indirectly, solicit or induce or attempt to solicit or induce any of our suppliers to terminate their relationship with us, or interfere with or disrupt (or attempt to interfere with or disrupt) any such relationship.

16 Governing Law and jurisdiction

16.1 The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with English law.

16.2 Each party irrevocably agrees that any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration ("**Rules**"), which Rules are deemed to be incorporated by reference into this clause. In relation to the arbitration: (a) the number of arbitrators shall be one; (b) the seat, or legal place, or arbitration shall be London; (c) and the language used in the arbitral proceedings shall be English.

16.3 The United Nations Convention on the International Sale of Goods shall not apply to the Agreement. The international rules for the interpretation of trade terms prepared by the International Chamber of Commerce (Incoterms) shall apply but where they conflict with these Conditions, these Conditions shall prevail.