

## Terms & Conditions for Goods & Services

### 1 INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

#### 1.1 Definitions:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Business Hours:** the period from 9.00 am to 5.30 pm on any Business Day.

**Commencement Date:** has the meaning given in clause 2;

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 17.7

**Contract:** the contract between the Customer and the Supplier for the supply of Goods or Services or Goods and Services in accordance with these Conditions.

**control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be interpreted accordingly.

**Customer:** SBFM Limited registered in England and Wales with company number 08517137.

**Customer Materials:** has the meaning set out in clause 5.3.9.

**Deliverables:** all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

**Delivery Date:** the date specified in the Order, or, if none is specified, within two days of the date of the Order.

**Delivery Location:** the address for delivery of Goods as set out in the Order.

**Goods:** the goods (or any part of them) set out in the Order.

**Goods Specification:** any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from,

such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Order:** the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form.

**Services:** the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.

**Service Specification:** the description or specification for Services agreed in writing by the Customer and the Supplier.

**Supplier:** the person or firm from whom the Customer purchases the Goods or Services or Goods and Services.

#### 1.2 Interpretation

(a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its [personal representatives,] successors and permitted assigns.

(c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

(d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

(e) A reference to **writing** or **written** excludes fax but not email.

### 2 BASIS OF CONTRACT

These terms and conditions apply to every Order placed by with any Supplier. No terms and conditions in or attached to any catalogue, invoice or other sales literature or document or tender or dispatch/delivery note which are inconsistent with these terms and conditions or which purport to add to or vary them in any way shall not have any effect unless expressly accepted by the Customer in writing. In the absence of such written acceptance, the Supplier shall be deemed to have withdrawn or waived his terms and conditions and to contract solely on the basis of these terms and conditions and acceptance of goods and/or services shall not constitute or be deemed to constitute acceptance by the Customer of the Suppliers terms and conditions. The contract shall commence and the Supplier will be contractually bound upon the dispatch of a purchase order by the Customer (the "**Commencement Date**").

### 3 SUPPLY OF GOODS

3.1 The Supplier warrants, undertakes and represents that the goods shall:

3.1.1 correspond with the quantity, type, sort, quality and description and any applicable Goods Specification set out in the purchase order or as otherwise agreed in writing by the Customer and the Supplier;

3.1.2 meet the performance standards and dates specified on the purchase order or notified to the Supplier by the Customer;

3.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication and in this respect the Customer relies on the Supplier's skill and judgment;

3.1.4 where they are products (either manufactured by the Supplier or an original equipment manufacturer), be free from defects in design, materials and workmanship and remain so for 12 months after delivery;

3.1.5 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2 The Supplier shall ensure that 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 in respect of the Goods.

3.3 The Customer may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

3.4 If following such inspection or testing the Customer considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.

3.5 Without prejudice to the foregoing, if the goods do not comply with the the Customer purchase order, the Goods Specification and/or the Customer's instructions, the Customer is entitled at its option to:

(a) return the goods at the risk of the Supplier;

(b) reject the goods;

- (c) require the Supplier to accept the whole or part of the goods supplied by the Supplier but without prejudice to any rights of the Customer to claim compensation or damages for loss or damage suffered as a result of failure to comply.
- 3.6 If the Supplier fails to deliver the Goods by the date specified in the purchase order the Customer shall be entitled to terminate the contract without notice.
- 4 DELIVERY OF GOODS**
- 4.1 The Supplier shall ensure that:
- 4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- 4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), 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, the outstanding balance of Goods remaining to be delivered; and
- 4.1.3 if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 4.2 The Supplier shall deliver the Goods:
- 4.2.1 on the Delivery Date;
- 4.2.2 at the Delivery Location;
- 4.2.3 during Business Hours or as instructed by the Customer.
- 4.3 The Supplier shall provide tracking information to the Customer in relation to each delivery of the Goods.
- 4.4 Delivery of the Goods shall be completed on the completion of unloading and inspection of the Goods at the Delivery Location which shall be approved by way of a signature given by the Customer's representative or the representative of the Customer's client (as applicable) at the Delivery Location. In addition, the Supplier shall provide proof of delivery of the Goods including a time stamped photograph and copy of the delivery signature if the Goods if required.
- 4.5 If the Supplier:
- 4.5.1 delivers less than 95% of the quantity of Goods ordered, the Customer may reject the Goods; or
- 4.5.2 delivers more than 105% of the quantity of Goods ordered, the Customer may at its sole discretion reject the Goods or the excess Goods, and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.
- 4.6 The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in clause 6.1.
- 5 SUPPLY OF SERVICES**
- 5.1 The Supplier shall from the date set out in the Order and for the duration of the Contract supply the Services to the Customer in accordance with the terms of the Contract.
- 5.2 The Supplier shall meet any performance dates for the Services specified in the Order and/or that the Customer notifies to the Supplier in writing and time is of the essence in relation to any of those performance dates.
- 5.3 In providing the Services, the Supplier warrants, undertakes and represents that it shall:
- 5.3.1 co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
- 5.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- 5.3.3 use personnel who are suitably 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;
- 5.3.4 ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
- 5.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 5.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
- 5.3.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- 5.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
- 5.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier ("**Customer Materials**") in safe custody at its own risk, maintain Customer Materials in good condition until returned to the Customer, and not dispose of or use Customer Materials other than in accordance with the Customer's written instructions or 2authorization;
- 5.3.10 not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and
- 5.3.11 comply with any additional obligations as set out in the Service Specification.
- 6 CUSTOMER REMEDIES**
- 6.1 If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, the Customer shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:
- 6.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 6.1.2 to refuse to accept any subsequent performance of the Services or delivery of the Goods which the Supplier attempts to make;
- 6.1.3 to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods or services from a third party;
- 6.1.4 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Goods that it has not delivered; and
- 6.1.5 to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.
- 6.2 If the Goods are not delivered by the applicable date, the Customer may, at its option, claim or deduct a percentage of the

- price of the Goods for each week's delay in delivery of the Goods, by way of liquidated damages, until the earlier of delivery of the Goods or termination or abandonment of the Contract by the Customer, up to a maximum of 100% of the total price of the Goods. If the Customer exercises its rights in respect of late delivery under this clause 6.2 it shall not be entitled to any of the remedies set out in clause 6.1 in respect of the late delivery of the Goods
- 6.3 If the Services are not performed by the applicable date, the Customer may, at its option, claim or deduct a percentage of the price of the Services for each week's delay in performance of the Services, by way of liquidated damages, until the earlier of performance of the Services or termination or abandonment of the Contract by the Customer, up to a maximum of 100% of the total price of the Services. If the Customer exercises its rights in respect of late performance under this clause 6.3 it shall not be entitled to any of the remedies set out in clause 6.1 in respect of the late performance of the Services.
- 6.4 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:
- 6.4.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 6.4.2 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- 6.4.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- 6.4.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- 6.4.5 to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party; and
- 6.4.6 to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to supply Goods in accordance with clause 3.1.
- 6.5 If the Supplier has supplied Services that do not comply with the requirements of clause 5.3 then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights and remedies:
- 6.5.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 6.5.2 to return the Deliverables to the Supplier at the Supplier's own risk and expense;
- 6.5.3 to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services [(if paid)];
- 6.5.4 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- 6.5.5 to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute services or deliverables from a third party; and
- 6.5.6 to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to comply with clause 5.3.
- 6.6 These Conditions shall extend to any substituted or remedial services or repaired or replacement goods supplied by the Supplier.
- 6.7 The Customer's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.
- 7 PRICE, PAYMENT AND SET OFF**
- 7.1 The price for the goods:
- 7.1.1 shall be the price set out in the purchase order; and
- 7.1.2 shall be inclusive but not limited to the costs of packaging, insurance and carriage of the goods and/or provision of the services. No extra charges shall be effective unless agreed in writing by the Customer.
- 7.2 The charges for the Services shall be set out in the purchase order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 7.3 In respect of goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of the Services, the Supplier shall invoice the Customer on completion of the Services. Each invoice shall be a valid VAT invoice which must contain the purchase order number and shall include such supporting information required by the Customer to verify the accuracy of the invoice.
- 7.4 The Customer will pay the invoiced amounts within 90 days of the date of a valid and correct invoice to a bank account nominated in writing by the Supplier.
- 7.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Customer, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods or Services or both, as applicable, at the same time as payment is due for the supply of the Goods or Services.
- 7.6 The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause 7.6 shall not limit or affect any other rights or remedies available to it under the Contract or otherwise. the Customer.
- 8 INTELLECTUAL PROPERTY RIGHTS**
- 8.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Customer Materials) shall be owned by the Supplier.
- 8.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding Customer Materials) for the purpose of receiving and using the Services and the Deliverables.
- 8.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 8.2.
- 8.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.
- 8.5 The Supplier acknowledges that all rights in the Customer Materials are and shall remain the exclusive property of the Customer.
- 9 INDEMNITY AND INSURANCE**
- 9.1 The Supplier shall hold and keep the Customer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal costs (calculated on a full indemnity basis) and other professional fees and expenses suffered or incurred or

	paid by the Customer due to or arising out of or in connection with:				
9.1.1	any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding the Customer Materials);				
9.1.2	any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables, to the extent that the defects in the Goods or Deliverables are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;	12.1.3	<b>Domestic Law:</b> the law of the United Kingdom or a part of the United Kingdom.		
9.1.3	any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.	12.1.4	<b>UK GDPR:</b> has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.		
9.1.4	This clause 9 shall survive termination of the Contract.	12.2	Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.		
<b>10 INSURANCE</b>	During the term of the Contract and for a period of three years afterwards, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall produce to the Customer on demand both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.	12.3	The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor.	12.5.4	ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
<b>11 COMPLIANCE WITH RELEVANT LAWS AND POLICIES</b>	In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force.	12.4	Without prejudice to the generality of clause 12.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of the Customer for the duration and purposes of the Contract.	12.5.5	not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
<b>12 DATA PROTECTION</b>		12.5	Without prejudice to the generality of clause 12.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:	(I)	the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
12.1	The following definitions apply in this clause 12:	12.5.1	process that Personal Data only on the documented written instructions of the Customer	(II)	the Data Subject has enforceable rights and effective legal remedies;
12.1.1	<b>Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:</b> as defined in the Data Protection Legislation.	12.5.2	unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Customer;	(III)	the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
12.1.2	<b>Data Protection Legislation:</b> all applicable data protection and privacy legislation in force from time to time	12.5.3	ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against	(IV)	the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
				12.5.6	assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
				12.5.7	notify the Customer without undue

- 12.5.8 delay on becoming aware of a Personal Data Breach;
- 12.5.9 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Domestic Law to store the Personal Data; and maintain complete and accurate records and information to demonstrate its compliance with this clause 12 and allow for audits by the Customer or the Customer'S designated auditor and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.
- 12.6 The Customer does not consent to the Supplier appointing any third party processor of Personal Data under the Contract. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 12 and in either case which the Supplier confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between SBFM and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 12.6.
- 12.7 Either party may, at any time on not less than 30 days' notice, revise this clause 12 by replacing it with any applicable controller to processor standard clauses or similar terms adopted under the Data Protection Legislation or forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

### 13 CONFIDENTIALITY

The Supplier shall treat all confidential information belonging to SBFM as confidential and safeguard it accordingly, and shall not disclose any confidential information without the prior written consent of SBFM.

### 14 TERMINATION

- 14.1 Without affecting any other right or remedy available to it, SBMF may terminate the Contract:
- 14.2 with immediate effect by giving written notice to the Supplier if:
- 14.2.1 there is a change of control of the Supplier; or
- 14.2.2 the Supplier commits a breach of clause 11; or
- 14.2.3 with immediate effect for its convenience.

14.3 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- 14.3.1 the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 14.3.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its 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 its assets or ceasing to carry on business.

### 15 CONSEQUENCES OF TERMINATION

- 15.1 On termination of the Contract, the Supplier shall immediately deliver to SBFM all Deliverables whether or not then complete, and return all SBFM Materials. If the Supplier fails to do so, then SBFM may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 15.2 Termination or expiry of the Contract shall not affect 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 Contract which existed at or before the date of termination or expiry.
- 15.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

### 16 ENVIRONMENTAL, SOCIAL AND GOVERNANCE REQUIREMENTS

- 16.1 The Supplier shall maintain policies and procedures ensuring that it adheres to and aligns its operations and strategies with environmental, social and corporate governance best practice requirements. At the request of SBFM, the Supplier will provide SBFM with a report outlining how the Supplier is managing important environmental, social and corporate governance matters.
- 16.2 SBFM shall have a right to audit the Supplier at any time either remotely or in person

with regards to operations and/or processes that relate, directly or indirectly, to the delivery/provision of any goods or Services to SBFM. The Supplier shall provide any evidence reasonably requested by SBFM to ensure the terms of this agreement, including the ESG requirements set out within clause 16.1 above, are being adhered to.

### 17 GENERAL

- 17.1 Force majeure: Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the Supplier from supplying the Goods and/or Services for more than 4 weeks, SBFM shall have the right, without limiting its other rights or remedies, to terminate this Contract with immediate effect by giving written notice to the Supplier.
- 17.2 Assignment and subcontracting: The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of SBFM.
- 17.3 Notices: Any notice or other communication required to be given under or in connection with this Contract shall be in writing and shall be delivered to the other party by prepaid first-class post.
- 17.4 Waiver No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the contract shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this contract.
- 17.5 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership of any kind between any of the parties.
- 17.6 Contracts (Rights of Third Parties) Act 1999: A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 17.7 Variation: Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Customer.
- 17.8 Severance: of any provision in this contract shall in whole or in part be held to any extent to be unlawful or unenforceable under any enactment or rule of law, the remainder of the provisions shall stand in full force and effect.
- 17.9 Governing law and jurisdiction: The

Contract shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

17.10 Suppliers agree not to approach any of the Customer's customers or staff directly with a view to tempting them away from the provision of services by the Customer. Any such engagement will result in legal action being taken by the Customer. The Customer's client database is proprietary company information and use of this information will be treated as theft and treated accordingly.

**17.11 TERMS AND CONDITIONS**

These terms and conditions will apply unless the Customer specifies different terms and conditions in its tender or quotation documentation or some other contract entered into by the parties. If different terms and conditions are specified by the Customer those terms and conditions will override the purchase order terms and conditions and will apply instead of these.

