



# **Standard Terms and Conditions of Purchase**

## ABOUT US

**Company details:** SBFM Limited a company incorporated and registered in England and Wales with company number 08517137 and having its registered office at 3 Greengate, Cardale Park, Harrogate, North Yorkshire, HG3 1GY ("**SBFM**").

Our trading address is 4 Temple Point, Bullerthorpe Lane, Colton, Leeds, LS15 9JL.

## APPLICABILITY OF THESE TERMS AND CONDITIONS

Unless expressly agreed otherwise in a separate written contract signed by both parties, these terms and conditions (this "**Agreement**") and any associated Purchase Order shall govern all transactions for the purchase of goods or services by SBFM Limited and its Affiliates to the exclusion of all other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

By SBFM Limited and its Affiliates placing an order, making a purchase, or otherwise engaging with a Supplier's services, the Supplier acknowledges and agrees to be bound by the terms and conditions of this Agreement in their entirety.

Your attention is particularly drawn to the provisions of clause 10 (Limitation of liability).

## AGREED TERMS

### 1. Definitions and Interpretation

1.1. In this Agreement the following words have the following meanings:

**Affiliate:** in respect of either party, any company from time to time directly or indirectly Controlling, Controlled by or under common Control with that party;

**Applicable Laws:** any and all:

- a) legislation (including statutes, statutory instruments, regulations, edicts, bye-laws, orders, directives or treaties) and common law;
- b) judgments, resolutions, decisions, orders, notices and demands of any court, regulator or tribunal; and
- c) rules, policies, guidance or recommendations issued by any governmental, statutory or regulatory body,

in each case whether local, national, international or otherwise existing from time to time in any relevant jurisdiction which relates to a party, this Agreement and/or the Services;

**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 5.00 pm on any Business Day.

**Change of Control:** a change in Control.

**Client:** means SBFM's customer at the Delivery Location where the Goods are to be provided.

**Confidential Information:** means

- (a) the existence and terms of this Agreement;
- (b) all information (including business, customer, supplier, financial and pricing information, know-how and inventions) disclosed to the relevant party by or on behalf of the other party in connection with this Agreement and which relates to the provisions of this Agreement, the negotiations relating to this Agreement or the subject matter of this Agreement; and
- (c) all other information disclosed to the relevant party by or on behalf of the other party whether before or after the date of this Agreement) which is marked as or has been otherwise indicated to be confidential or which would be regarded as confidential by a reasonable business person.

**Control:** has the meaning given to that term in section 1124 of the Corporation Tax Act 2010 and **Controlled** and **Controlling** shall be construed accordingly.

**Contract:** the contract between SBFM and the Supplier for the sale and purchase of the Goods and/or the Services in accordance with the Purchase Order and these terms and conditions.

**Delivery Date:** the date specified in the Purchase Order, or, if none is specified, within 7 days of the date of the Purchase Order.

**Delivery Location:** the address for delivery of the Goods and/or the Services as set out in the Purchase Order.

**DP Legislation:** all applicable legislation and regulatory requirements in force from time to time in the UK relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018, (ii) the retained EU law version of General Data Protection Regulation ((EU) 2016/679) ("**GDPR**"), and (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

**Force Majeure Event :** any event or circumstances outside the reasonable control of either party affecting its ability to perform any of its obligations under this Agreement including but not limited to Act of God, fire, flood, severe weather, epidemic or pandemic, war, revolution, acts of terrorism, riot or civil commotion, trade embargo, strikes, lock-outs or other industrial action, and interruption of utility service.

**Goods:** the goods or products (or any part of them) set out in the Purchase Order or proposed for sale by the Supplier.

**Intellectual Property Rights:** any current and future intellectual property rights and interests including patents, utility models, designs, design rights, copyright (including rights in software), decryption rights, database rights, trade marks, rights pursuant to passing off, service marks, business and trade names, domain names, know-how, topography rights, inventions, rights in confidential information (including technical and commercial trade secrets) and image rights, and rights of a similar or corresponding character in any part of the world, in each case whether registered or not and including any application for registration and renewals or extensions of such rights in any country in the world.

**Loss or Losses:** all losses, liabilities, damages, costs, claims and expenses (including legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, penalties and remedial actions).

**Mandatory Policies:** SBFM's business policies listed in Schedule 1 as amended by notification to the Supplier from time to time.

**Purchase Order:** means a written or electronic order for the Goods and/or the Services, provided by SBFM.

**SBFM Materials:** has the meaning set out in clause 9.

**Services:** means any services to be provided to SBFM by the Supplier pursuant to a Purchase Order, any request by SBFM or any proposal issued by the Supplier.

**Specification:** means any specification for the Goods and/or the Services, including any related plans and drawings, that is agreed in writing or under the Purchase Order by SBFM and the Supplier.

**Supplier:** the person or company from whom SBFM purchases the Goods or Services.

**TUPE:** the Transfer of Undertakings (Protection of Employment) Regulations 2006, or equivalent regulations and as amended from time to time

1.2. In this Agreement (except where the context otherwise requires):

1.2.1. the singular includes the plural and vice versa, and references to any gender includes the other genders;

1.2.2. references to a "person" includes an individual, corporation (whether incorporated or unincorporated), partnership, trust, unincorporated association and any other entity or association of any nature;

1.2.3. references to a party to this Agreement include a reference to its successors and permitted assigns under this Agreement;

1.2.4. headings are for convenience only and do not affect its interpretation;

- 1.2.5. any words following the terms "including", "include", "for example" or any similar expression are by way of illustration and emphasis only and shall not limit the generality or extent of any other words or expressions;
- 1.2.6. where any period of time dates from a given day or the day of an act or event, such period is to be calculated exclusive of that day; and
- 1.2.7. references to any legislation include any modification or re-enactment of that legislation and any subordinate legislation made (before or after this Agreement) under that legislation.
- 1.3. All Schedules to this Agreement form part of it and shall have effect as if set out in full in the body of this Agreement. References to this Agreement include its schedules and references to clauses and schedules are references to clauses and schedules of this Agreement.
- 1.4. The terms "subsidiary" and "holding company" shall have the same meaning as set out in section 1159 Companies Act 2006.
- 1.5. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.6. Where in any clause consent is required from a party, unless specified to the contrary in the relevant clause, such party shall be entitled to give or withhold such consent in its sole and absolute discretion.
- 1.7. In the case of conflict or ambiguity between the provisions of this Agreement and the schedules then the provisions of clauses 1 to 17 of this Agreement shall prevail over the schedules.

## **2. Basis of Contract**

- 2.1. The Purchase Order constitutes an offer by SBFM to purchase the Goods and/or the Services in accordance with this Agreement. Any additional or conflicting terms proposed by the Supplier shall be void unless expressly agreed in writing by SBFM.
- 2.2. The Purchase Order shall be deemed to be accepted on the earlier of:
- 2.2.1. the Supplier issuing a written acceptance of the Purchase Order; and
  - 2.2.2. the Supplier doing any act consistent with fulfilling the Purchase Order,
- at which point and on which date the Contract shall come into existence.
- 2.3. The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with this Agreement.

## **3. Supply of Goods**

3.1. The Supplier shall ensure that the Goods shall:

- 3.1.1. correspond with their description and any applicable Specification;
- 3.1.2. 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 SBFM and SBFM's Client, expressly or by implication, and in this respect SBFM relies on the Supplier's skill and judgement;
- 3.1.3. where they are manufactured products, be free from defects in design, material and workmanship and remain so for 24 (twenty-four) months after delivery ("**Warranty Period**"); and
- 3.1.4. 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 the benefit of any warranty, guarantee or other protection provided by the manufacturer or other suppliers of goods and materials which are supplied as part of the Goods shall extend to SBFM and the Client or shall be capable of transfer to SBFM and or the Client.

3.3. 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.

3.4. SBFM 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.

3.5. If following such inspection or testing SBFM considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, SBFM shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.6. SBFM may conduct further inspections and tests after the Supplier has carried out its remedial actions.

#### 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 SBFM or the Client at the Delivery Location in good condition;
- 4.1.2. 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, the outstanding balance of Goods remaining to be delivered; and

- 4.1.3. if the Supplier requires SBFM to return any packaging 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.

4.2. The Supplier shall deliver the Goods:

- 4.2.1. on the Delivery Date;
- 4.2.2. at the Delivery Location; and
- 4.2.3. during Business Hours, or as instructed by SBFM and/or the Client.

4.3. Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.

4.4. If the Supplier:

- 4.4.1. delivers less than 95% of the quantity of Goods ordered, SBFM may at its discretion reject the Goods and no payment shall be due from SBFM to the Supplier;
- 4.4.2. delivers more than 105% of the quantity of Goods ordered, SBFM may at its discretion reject the Goods or the excess Goods and any rejected Goods shall be returned to the Supplier at the Supplier's risk and expense.
- 4.4.3. SBFM may impose a reasonable charge for handling, storing and returning any of the Goods over delivered or otherwise rejected.
- 4.4.4. If the Supplier delivers more or less than the quantity of Goods ordered, and SBFM accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

4.5. The Supplier shall not deliver the Goods in instalments without SBFM's prior written consent. Where it is agreed that the Goods are to be 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 SBFM to the remedies set out in clause 5.

## 5. Supply of Services

- 5.1. The Supplier shall supply the Services to SBFM in accordance with the terms of this Agreement and any Purchase Order.
- 5.2. The Supplier shall supply the Services by the performance dates set out in the Purchase Order or any other dates agreed in writing between the parties. Time is of the essence for performance of the Services.

5.3. The Supplier shall:

- 5.3.1. co-operate and comply with all SBFM's instructions;
- 5.3.2. provide the Services with reasonable care and skill in accordance with best practice in the Supplier's industry;
- 5.3.3. ensure that the personnel who provide the Services are properly skilled and experienced to fulfil the Supplier's obligations under this Agreement;
- 5.3.4. ensure the Services align with all descriptions, standards, and Specifications in the Scope of Work, and that Deliverables are suitable for any purpose SBFM explicitly or implicitly communicates to the Supplier;
- 5.3.5. supply all equipment, tools and vehicles and materials required to provide the Services and ensure that they are safe to use;
- 5.3.6. use high-quality goods, materials, standards, and techniques, ensuring that all goods and materials used or transferred to SBFM are free from defects in workmanship, installation, and design;
- 5.3.7. secure and maintain all necessary licenses, permits, and consents required to provide the Services;
- 5.3.8. comply with all Applicable Laws, guidelines, or industry codes applicable to the Services;
- 5.3.9. adhere to (and ensure that all the Supplier's personnel adhere to) all health, safety, and security requirements at the sites at which the Services are to be provided;
- 5.3.10. safeguard SBFM Materials at its own risk, maintain them in good condition until returned, and use or dispose of them only as per SBFM's written instructions or authorisation;
- 5.3.11. refrain from any action or omission that could jeopardize SBFM's licenses, authorities, consents, or permissions necessary for its business, acknowledging that SBFM may rely on the Services; and
- 5.3.12. not make any changes to the Services without the prior written consent of SBFM.

5.4. Unless expressly agreed in writing or set out in the Purchase Order (as applicable), the parties agree that:

- 5.4.1. the provision of Services, or the commencement, termination, or expiry of this Agreement or any Purchase Order, is not intended to constitute a relevant transfer under TUPE;
- 5.4.2. when the Services involve the provision of goods only or a single, short-term event or task, the exception in Regulation 3(3)(a)(ii) of TUPE shall apply



5.4.3. the Supplier or its agents or subcontractors (as applicable) shall remain the employer of all its personnel during the Term;

## 6. SBFM remedies

6.1. If the Goods and/or Services are not delivered on the Delivery Date, or do not comply with the undertakings set out in clause 3.1 and/or clause 5, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods and/or Services, SBFM may exercise any one or more of the following rights and remedies:

6.1.1. to terminate the Contract;

6.1.2. to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;

6.1.3. in relation to Goods, 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);

6.1.4. in relation to Services, to require the Supplier to provide replacement services, or to provide a full refund of the price of the price paid for the Services (if paid);

6.1.5. to refuse to accept any subsequent delivery of the Goods or future performance of the Services which the Supplier attempts to make;

6.1.6. to recover from the Supplier any costs incurred by SBFM in obtaining substitute goods or services from a third party; and

6.1.7. to claim damages for any other costs, loss or expenses incurred by SBFM which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

6.2. Without limiting any other remedies set out in this Agreement, if the Goods and/or Services are not delivered on the Delivery Date SBFM may, at its option, claim or deduct by way of liquidated damages 5% of the price of the Goods and/or Services for each week's delay in delivery until the earlier of delivery or termination or abandonment of the Contract by SBFM, up to a maximum of 25% of the total price of the Goods.

6.3. The terms of this Agreement shall apply to any repaired or replacement Goods and/or Services supplied by the Supplier.

6.4. SBFM's rights and remedies under this Agreement are in addition to its rights and remedies implied by statute and common law.

## 7. Title and risk

7.1. Title and risk in the Goods shall remain with the Supplier until the Goods are delivered to and accepted by SBFM or and/or Services Client at the agreed Delivery Location. Thereafter, risk shall transfer to SBFM.

7.2. Title to the Goods shall pass to SBFM upon the earlier of:

- 7.2.1. full payment for the Goods; or
- 7.2.2. delivery and acceptance of the Goods by SBFM or the Client.

7.3. Until title to the Goods passes to SBFM, the Supplier shall:

- 7.3.1. hold the Goods on trust for SBFM;
- 7.3.2. store the Goods separately and clearly marked as SBFM's property; and
- 7.3.3. not charge, pledge, or otherwise encumber the Goods in any way.

7.4. If SBFM makes payment before delivery, title shall pass upon payment but risk shall remain with the Supplier until delivery and acceptance of the Goods by SBFM.

7.5. If the Goods are rejected by SBFM due to non-conformity with the Contract, both title and risk shall remain with the Supplier, and the Supplier shall arrange for the prompt removal of the Goods at its own cost.

## **8. Price and payment**

8.1. The price of the Goods and/or Services shall be the price set out in the Purchase Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Contract came into existence.

8.2. The price of the Goods and/or Services:

- 8.2.1. excludes amounts in respect of value added tax (VAT), which SBFM shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- 8.2.2. includes the costs of packaging, insurance and carriage of the Goods.

8.3. No extra charges shall be effective unless agreed in writing with SBFM.

8.4. The Supplier may invoice SBFM for the price of the Goods on or at any time after the completion of delivery of the Goods and/or Services. The Supplier shall ensure that the invoice includes the date of the Purchase Order, the invoice number, SBFM's purchase order number, the Supplier's VAT registration number and any supporting documents that SBFM may reasonably require.

8.5. The Supplier shall ensure that any Invoice issued matches the corresponding Purchase Order in terms of price, quantity and description of the Goods. SBFM reserves the right to reject any invoice that does not conform to the Purchase Order and payment shall not be due until correctly rendered invoice is submitted and accepted by SBFM.

- 8.6. SBFM shall pay correctly rendered invoices within 60 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.
- 8.7. If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 2% a year above the Bank of England's base rate from time to time
- 8.8. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved on sums found or agreed to be due, from the due date until payment.
- 8.9. SBFM may at any time without notice to the Supplier, set off any liability of the Supplier to SBFM against any liability of SBFM to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by SBFM of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

## 9. Customer materials

- 9.1. The Supplier acknowledges that all materials, equipment and tools, drawings, specifications, and data supplied by SBFM to the Supplier (SBFM Materials) and all rights in SBFM Materials are and shall remain the exclusive property of SBFM. The Supplier shall keep SBFM Materials in safe custody at its own risk, maintain them in good condition until returned to SBFM and not dispose or use the same other than in accordance with SBFM's written instructions or authorisation.

## 10. Limitation and Exclusion of Liability

- 10.1. All warranties, conditions and other terms, express (other than those set out in this Agreement) or implied, statutory, customary or otherwise which but for this clause 10 would or might subsist in favour of the Supplier, are (to the fullest extent permitted by law) excluded from this Agreement.
- 10.2. Nothing in this Agreement limits or excludes the liability of either party:
- 10.2.1. for death or personal injury resulting from negligence; or
- 10.2.2. for any damage or liability incurred as a result of fraud or fraudulent misrepresentation by the other party; or
- 10.2.3. for any liability that is not permitted to be limited or excluded by law.
- 10.3. Subject to clause 10.2 SBFM shall not under any circumstances whatever be liable, whether or not arising pursuant to an indemnity, in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise for loss of profits; loss of business; depletion of goodwill and/or similar losses; loss of anticipated savings; loss or corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

10.4. Subject to clauses 10.2, 10.3 and 10.5 SBFM's total liability, whether or not arising pursuant to an indemnity, in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising under or in connection with the performance or contemplated performance of this Agreement shall in all circumstances be limited to;

10.4.1. £5,000 (five thousand pounds sterling) per claim; and

10.4.2. in respect of all claims (connected or unconnected) in any Year, an amount equal to the cost of the Goods as agreed under the Order the payments made to the Supplier for the Services in the twelve months immediately preceding the incident that results in liability.

10.5. The Supplier agrees to take all steps necessary to mitigate any losses, costs, expenses, claims and demands that it may seek to claim from SBFM under or in connection with this Agreement.

10.6. The parties agree that they have negotiated this clause 10 and that it represents a fair and equitable position.

## 11. Indemnity

11.1. The Supplier shall indemnify and keep indemnified SBFM and its directors, officers, employees, agents and the Client from and against all claims, demands, proceedings, liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses suffered or incurred by SBFM as a result of or in connection with:

11.1.1. any claim that the supply, receipt or use of the Goods (excluding SBFM Materials) or Services infringes the intellectual property rights of any third party;

11.1.2. any claim by a third party for death, personal injury or damage to property arising out of or in connection with defective Goods or Services, to the extent that the defect is attributable to the acts or omissions of the Supplier; and

11.1.3. any claim by a third party arising out of or in connection with the supply of the Goods and/or Services, to the extent that the claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier.

## 12. Insurance

12.1. During the term of the Contract and for a period of two years afterwards, the Supplier shall maintain in force, with a reputable insurance company, the following insurance policies:

12.1.1. professional indemnity insurance to cover the liabilities that may arise under or in connection with the Contract;

12.1.2. public liability insurance for not less than £10 million per claim; and

12.1.3. product liability insurance for not less than £20 million for claims arising from any single event and not less than £20 million in aggregate for all claims arising in a year.

12.2. On SBFM's written request, the Supplier shall provide copies of the insurance policy certificates and details of the cover provided.

12.3. The Supplier shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under this Agreement which they are contracted to fulfil.

12.4. The Supplier shall do nothing to invalidate any insurance policy or to prejudice SBFM's entitlement under it and shall notify SBFM if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

12.5. The Supplier's liabilities under this Agreement shall not be deemed to be released by the Supplier taking out the insurance policies referred to in Clause 12.1.

### **13. Compliance with relevant laws and policies**

13.1. In performing its obligations under the Contract, the Supplier shall:

13.1.1. comply with all applicable laws, statutes, DP Legislation and regulations from time to time in force; and

13.1.2. comply with SBFM's Mandatory Policies as outlined under Schedule 1 of this Agreement.

13.2. Breach of clause 12.1 shall constitute an irremediable material breach of the Contract.

### **14. Termination**

14.1. SBFM may terminate the Contract in whole or in part at any time before delivery of the Goods or Services with immediate effect by giving the Supplier 30 days' written notice, whereupon the Supplier shall discontinue all work on the Contract. SBFM shall pay the Supplier fair and reasonable compensation for any Services properly provided at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

14.2. Without limiting its other rights or remedies, SBFM may terminate the Contract with immediate effect by giving written notice to the Supplier if:

14.2.1. the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of the Supplier being notified in writing to do so;

14.2.2. the Supplier 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 or, if the step or

action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

14.2.3. the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

14.2.4. there is a Change of Control of the Supplier;

14.2.5. Supplier breaches any of SBFM's Policies outlined under Schedule 1 of this Agreement;

14.2.6. a Force Majeure Event occurs and continues for a period of 30 days;

14.2.7. the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

14.2.8. the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

14.3. On termination or expiry of the Contract, the Supplier shall immediately 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.

14.4. Termination or expiry of the Contract, 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 Contract which existed at or before the date of termination or expiry.

14.5. 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.

## 15. Confidentiality

15.1. Each party undertakes that it shall not at any time during the Contract and for a period of 2 (two) years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.2.

15.2. Each party may disclose the other party's confidential information:

15.2.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers,

representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 15; and

15.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3. Neither party may use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

## 16. Intellectual Property Rights

16.1. All Intellectual Property Rights belonging to a party prior to the signing of this Agreement will remain vested in that party.

16.2. The Supplier shall not use any Intellectual Property Rights in SBFM or its Client's trade marks and brands for any purpose without SBFM's prior written consent and then only if used in accordance with SBFM's instructions as provided from time to time.

16.3. The Supplier undertakes that the performance of its obligations under this Agreement will not infringe any Intellectual Property Rights of any third party.

## 17. Force Majeure

17.1. Subject to due compliance with clause 17.2, neither party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any Force Majeure Event.

17.2. In the event of either party being delayed or prevented from performing its obligations due to a Force Majeure Event such party shall:

17.2.1. give written notice of not less than 7 (seven) days of such delay or prevention to the other party as soon as reasonably practical stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;

17.2.2. use its reasonable endeavours to mitigate the effects of such delay or prevention upon the performance of its obligations under this Agreement; and

17.2.3. resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention, and in any event, not more than 30 days.

## 18. General

### 18.1. Assignment and other dealings

18.1.1. SBFM may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

- 18.1.2. The Supplier may not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of SBFM.
- 18.2. **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of SBFM. If SBFM consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.
- 18.3. **Partnership.** Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the parties.
- 18.4. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all previous agreements and understandings between the parties with respect thereto, and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.
- 18.5. **Severance.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provision thereof and the remainder of the affected provision.
- 18.6. **Notices.** The parties agree that any notice issued under this Agreement must be made in writing to the company's registered address and shall be deemed to have been received 2 (two) days after the date on which it was posted. Any notice given by fax or electronically must be given to the CEO, Managing Director or equivalent of the Supplier and SBFM and shall be deemed to have been received at the beginning of the next working day, so long as a confirmation of successful send receipt is received.
- 18.7. **Bribery and Modern Slavery Laws.** Each party shall comply with the Bribery Act 2010 and the Modern Slavery Act 2015 and not do, or omit to do, any act that will cause the other to be in breach of the Bribery Act 2010 or the Modern Slavery Act 2015.
- 18.8. **Waiver.** If at any time either party has a claim against the other which it does not pursue quickly, that shall not mean that the claim can't be pursued subsequently, when the party concerned is ready.
- 18.9. **Third Party Rights.** No party not a signatory to this Agreement will be entitled to enforce any right or obligation detailed in this Agreement, whether under the Agreements (Rights of Third Parties) Act 1999 or otherwise.
- 18.10. **Amendments.** No purported amendment or variation of this Agreement or any provision of this Agreement shall be binding on the parties unless it is set out in writing expressed to amend this Agreement and signed by statutory directors of each of the parties.
- 18.11. **Counterparts.** This Agreement may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each



party had signed the same document. Transmission of the executed signature page of a counterpart of this agreement by email (in PDF, JPEG or other agreed format) takes effect as the transmission of an executed "wet-ink" counterpart of this agreement.

- 18.12. **Law and Jurisdiction.** This Agreement (and any non-contractual matters arising in relation to its subject matter) will be governed by English law and be subject to the exclusive jurisdiction of the English courts.

## Schedule 1

### SBFM's Mandatory Policies

The Mandatory Policies are:

- Modern Slavery and Human Trafficking Policy
- Anti-Bribery and Anti-Corruption Policy
- Code of Conduct and Ethics Policy
- Data Privacy Policy
- Anti Facilitation of Tax Evasion
- ESG Policy