

PRYSMIAN CABLES & SYSTEMS LIMITED
DRAKA COMTEQ UK LIMITED
STANDARD TERMS AND CONDITIONS OF PURCHASE (JULY 2020)

1. INTERPRETATION

1.1 Definitions.

In these Conditions, the following definitions apply:

- 1.1.1 "Business Day": a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 1.1.2 "Conditions": these terms and conditions as amended from time to time in accordance with clause 16.6.
- 1.1.3 "Contract": the contract between Prysmian and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.
- 1.1.4 "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 without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
- 1.1.5 "Goods": the goods (or any part of them) set out in the Order.
- 1.1.6 "Goods Specification": any specification for the Goods, including any related plans and drawings, which is expressly referred to in the Order or otherwise agreed in writing by Prysmian and the Supplier.
- 1.1.7 "Intellectual Property Rights": patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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.
- 1.1.8 "Order": Prysmian's order for the supply of Goods and/or Services, as set out in Prysmian's official purchase order form duly signed by an authorised member of Prysmian's Purchasing Department.
- 1.1.9 "Prysmian": whichever of the following entities is stated in the Order, in each case having its registered office at Chickenhall Lane, Eastleigh, Hampshire SO50 6YU:
 - (a) Prysmian Cables & Systems Limited, registered in England and Wales with company number 958507; or
 - (b) Draka Comteq UK Limited, registered in England and Wales with company number 5040573.
- 1.1.10 "Services": the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.
- 1.1.11 "Service Specification": the description or specification for Services expressly referred to in the Order or otherwise agreed in writing by Prysmian and the Supplier.
- 1.1.12 "Supplier": the person or firm from whom Prysmian purchases the Goods and/or Services.

1.2 Construction.

In these Conditions, the following rules apply:

- (a) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; and
- (b) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (c) a reference to writing or written includes email.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by Prysmian to purchase Goods and/or Services from the Supplier in accordance with these Conditions. The Order shall, unless it states otherwise, automatically cease to be effective unless accepted by the Supplier within ten Business Days of its date.

2.2 The Order shall be deemed to be accepted on the earlier of:

- (a) the Supplier issuing written acceptance of the Order; or
- (b) any act by the Supplier consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence.

- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

3. SUPPLY OF GOODS

- 3.1 The Supplier shall ensure that the Goods shall:
- (a) correspond with their description and any applicable Goods Specification;
 - (b) be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by Prysmian, expressly or by implication, and in this respect Prysmian relies on the Supplier's skill and judgment;
 - (c) be free from defects; and
 - (d) 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 Prysmian shall have the right to inspect and test the Goods at any time before delivery. The Supplier shall at all times allow persons authorised by Prysmian to make any inspections or tests which Prysmian may require and shall afford all reasonable facilities and assistance for this purpose to Prysmian at no additional cost.
- 3.4 If following such inspection or testing Prysmian considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, Prysmian shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and Prysmian shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 3.6 The Supplier shall not deviate from any Goods Specification without the prior written approval of Prysmian.
- 3.7 Where the Goods consist of machinery or equipment of any kind (including computer equipment), the Supplier shall, when required by Prysmian, supply Prysmian with all components and spare parts required by Prysmian for such Goods for a period of five years from the date of delivery. Such components and spare parts shall be supplied at the prices set out in the Order or, if none, at a reasonable price.

4. DELIVERY OF GOODS

- 4.1 The Supplier shall ensure that:
- (a) the Goods are properly packed and secured in such manner as to ensure they reach their destination in good condition;
 - (b) 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;
 - (c) if the Supplier requires Prysmian to return any packaging material for the Goods to the Supplier, that fact is clearly stated in the Order. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier; and
 - (d) the correct commodity code for the Goods is provided to Prysmian on request and included on the delivery note.
- 4.2 The Supplier shall deliver the Goods:
- (a) on the date specified in the Order;
 - (b) to the address specified in the Order or as otherwise instructed in writing by Prysmian before delivery (the "Delivery Location");
 - (c) during Prysmian's normal hours of business on a Business Day, or as instructed by Prysmian in writing.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 In delivering the Goods, the Supplier shall comply with all risk assessments and method statements of the Supplier and/or Prysmian and shall observe all health and safety rules and regulations and any other security requirements that apply at any of Prysmian's premises.
- 4.5 The Supplier shall not deliver the Goods in instalments without Prysmian'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 Prysmian to the remedies set out in clause 6.1.

4.6 Title to the Goods shall pass to Prysmian upon the earlier of delivery of the Goods to Prysmian or payment to the Supplier in respect of the Goods.

4.7 Risk in the Goods shall remain with the Supplier until completion of delivery of the Goods to Prysmian.

5. SUPPLY OF SERVICES

5.1 The Supplier shall from the date set out in the Order and for the duration of this Contract provide the Services to Prysmian in accordance with the terms of the Contract.

5.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by Prysmian.

5.3 In providing the Services, the Supplier shall:

- (a) co-operate with Prysmian in all matters relating to the Services, and comply with all instructions of Prysmian;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) 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 this Contract;
- (d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by Prysmian;
- (e) provide all plant, materials, equipment, tools and vehicles and such other items as are required to provide the Services and be responsible for any loss or damage to the same irrespective of cause (including, without limitation, any negligence on the part of Prysmian) and irrespective of responsibility for security at the relevant location;
- (f) 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 Prysmian, will be free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- (h) observe all health and safety rules and regulations and any other security requirements that apply at any of Prysmian's premises;
- (i) hold all plant, materials, equipment and tools, drawings, specifications and data supplied by Prysmian to the Supplier ("Prysmian Materials") in safe custody at its own risk, maintain any Prysmian Materials in good condition until returned to Prysmian, and not dispose or use any Prysmian Materials other than in accordance with Prysmian's written instructions or authorisation;
- (j) not do or omit to do anything which may cause Prysmian to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Prysmian may rely or act on the Services; and
- (k) comply with the provisions of any agreement between Prysmian and a third party which is notified to the Supplier by Prysmian from time to time.

5.4 The Supplier shall not deviate from any Service Specification without the prior written approval of Prysmian.

6. PRYSMIAN REMEDIES

6.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, Prysmian shall, without limiting its other rights or remedies, have one or more of the following rights:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- (c) to recover from the Supplier any costs incurred by Prysmian in obtaining substitute goods and/or services from a third party;
- (d) where Prysmian has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums immediately refunded by the Supplier; and

- (e) to claim damages for any additional costs, loss or expenses incurred by Prysmian which are in any way attributable to the Supplier's failure to meet such dates.
- 6.2 If the Supplier has delivered Goods that do not comply with these Conditions (including without limitation the undertakings set out in clause 3.1), then, without limiting its other rights or remedies, Prysmian shall have one or more of the following rights, whether or not it has accepted the Goods:
- (a) 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;
 - (b) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;
 - (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - (e) to recover from the Supplier any expenditure incurred by Prysmian in obtaining substitute goods from a third party; and
 - (f) to claim damages for any costs, loss or expenses incurred by Prysmian arising from the Supplier's failure to supply Goods in accordance with these Conditions.
- 6.3 If the Services do not comply with the undertakings set out in these Conditions (including without limitation clause 5.1), then, without limiting its other rights or remedies, Prysmian shall have one or more of the following rights, whether or not it has accepted the Services:
- (a) to reject the Services (in whole or in part);
 - (b) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (c) to require the Supplier to reperform the rejected Services, or to provide a full refund of the price of the rejected Services;
 - (d) to recover from the Supplier any expenditure incurred by Prysmian in obtaining substitute services from a third party; and
 - (e) to claim damages for any costs, loss or expenses incurred by Prysmian arising from the Supplier's failure to provide the Services in accordance with these Conditions.
- 6.4 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 6.5 Prysmian's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

7. INFORMATION AND ACCESS

For the purposes of enabling Prysmian to verify that the Supplier is complying with its obligations under this Contract the Supplier shall at no additional cost (i) provide any information requested by Prysmian; and (ii) at all times allow persons authorised by Prysmian access to the Supplier's premises and shall afford all reasonable facilities and assistance for this purpose to Prysmian.

8. CHARGES AND PAYMENT

- 8.1 The price for the Goods:
- (a) shall be the price set out in the Order; and
 - (b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by Prysmian.
- 8.2 The charges for the Services shall be set out in the 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 Prysmian, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 8.3 In respect of Goods, the Supplier shall invoice Prysmian on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice Prysmian on completion of the Services. Each invoice shall include such supporting information required by Prysmian to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- 8.4 In consideration of the supply of Goods and/or Services by the Supplier, Prysmian shall pay the invoiced amounts, to a bank account nominated in writing by the Supplier, within ninety days of the end of the month during which Prysmian receives a correctly rendered invoice, unless a different payment period is stated in the Order.
- 8.5 All amounts payable by Prysmian 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 Prysmian, Prysmian shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

- 8.6 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 amount at the rate of 2% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments that the defaulting party disputes in good faith.
- 8.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Goods and/or Services, and the Supplier shall allow Prysmian to inspect such records at all reasonable times on request.
- 8.8 Prysmian may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to Prysmian (or any company which controls Prysmian, is under the control of Prysmian or is under common control with Prysmian) against any liability of Prysmian to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 In respect of the Goods and any goods that are transferred to Prysmian as part of the Services under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to Prysmian, it will have full and unrestricted rights to sell and transfer all such items to Prysmian.
- 9.2 The Supplier assigns to Prysmian, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.
- 9.3 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 9.4 The Supplier shall, promptly at Prysmian's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Prysmian may from time to time require for the purpose of securing for Prysmian the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to Prysmian in accordance with clause 9.2.
- 9.5 All Prysmian Materials are the exclusive property of Prysmian.
- 9.6 Without prejudice to the generality of clause 10.1, the Supplier shall indemnify Prysmian against all liabilities, costs, expenses, damages and losses suffered or incurred by Prysmian as a result of or in connection with any claim made against Prysmian for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods and/or the Services.

10. INDEMNITY

- 10.1 The Supplier shall indemnify Prysmian against all liabilities, costs, expenses, damages and losses suffered or incurred by Prysmian as a result of or in connection with the supply of the Goods and/or the Services, including (but not limited to) personal injury, death and property damage, to the extent such liabilities, costs, expenses, damages and losses result from any act, omission, breach, default, negligence or delay in the performance of the Contract by the Supplier, its employees, agents or subcontractors or result from any defect in the Goods and/or Services.
- 10.2 This clause 10 shall survive termination of the Contract.

11. INSURANCE

During the term of the Contract and for a period of 6 years thereafter, 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, on Prysmian's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12. CONFIDENTIALITY

- 12.1 The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by Prysmian, its employees, agents or subcontractors, and any other confidential information concerning Prysmian's business, its products and services which the Supplier may obtain. The Supplier shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract.
- 12.2 This clause 12 shall survive termination of the Contract.

13. TERMINATION

- 13.1 Without limiting its other rights or remedies, Prysmian may terminate the Contract:
- (a) in respect of the supply of Services, by giving the Supplier seven days' written notice at any time; and
 - (b) in respect of the supply of Goods, in whole or in part at any time before delivery with immediate effect by giving written notice to the Supplier, whereupon the Supplier shall discontinue all work on the Contract.
- Prysmian sole liability shall be to pay the Supplier a fair and reasonable sum for any Services satisfactorily performed and/or Goods delivered at the time of termination.
- 13.2 In any of the circumstances in these Conditions in which Prysmian may terminate the Contract, where both Goods and Services are supplied, Prysmian may terminate the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.
- 13.3 Without limiting its other rights or remedies, Prysmian may terminate the Contract with immediate effect and without liability by giving written notice to the Supplier if:
- (a) the Supplier commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within seven days of receipt of notice in writing to do so;
 - (b) the Supplier repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
 - (c) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 - (d) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
 - (f) the Supplier (being an individual) is the subject of a bankruptcy petition or order;
 - (g) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within seven days;
 - (h) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company);
 - (i) the holder of a floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - (j) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
 - (k) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.3(c) to clause 13.3(j) (inclusive);
 - (l) the Supplier suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business;

- (m) the Supplier's financial position deteriorates to such an extent that in Prysmian's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- (n) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

13.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. In no event shall Supplier be entitled to claim any special, incidental or consequential damages or other termination indemnity of whatsoever nature, whether for compensation or reimbursement or damages for lost anticipated profits on future sales, expenses, investments or other commitments due to the expiry, non-renewal or termination of the Contract.

13.5 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

14. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason, the Supplier shall immediately deliver to Prysmian all Deliverables whether or not then complete, and return all Prysmian Materials. If the Supplier fails to do so, then Prysmian 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 this Contract.

15. ANTI-CORRUPTION

15.1 The Supplier shall and shall procure that persons associated with it or other persons who are performing any part of the Contract shall:

- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption ("Relevant Requirements"), including the Bribery Act 2010;
- (b) comply with Prysmian's Ethical Code (available upon request or through Prysmian's website www.prysmiangroup.co.uk), as Prysmian may update it from time to time ("Relevant Policy");
- (c) not do, or omit to do, any act that will cause or lead Prysmian to be in breach of any of the Relevant Requirements or Relevant Policy;
- (d) promptly report to Prysmian any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Contract;
- (e) have and shall maintain in place throughout the term of this Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policy, and will enforce them where appropriate;
- (f) if requested, provide Prysmian with any assistance to enable Prysmian to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements or Relevant Policy;

15.2 The Supplier shall provide such supporting evidence of its compliance with this clause 15.1 as Prysmian may request.

15.3 Without prejudice to the generality of clause 10.1, the Supplier shall indemnify Prysmian against all losses, claims, demands, costs and expenses incurred or suffered by Prysmian as a result of any breach of clause 15.1 by the Supplier.

15.4 Breach of clause 15.1 shall be deemed a material breach under clause 13.3(a).

16. MODERN SLAVERY

16.1 The Supplier undertakes, warrants and represents that:

16.1.1 neither the Supplier nor any of its officers, employees, agents or subcontractors has:

- (a) committed an offence under the Modern Slavery Act 2015 ("MSA Offence"); or
- (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- (c) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

16.1.2 it shall comply with the Modern Slavery Act 2015;

16.1.3 it shall notify Prysmian immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of Supplier's obligations under clause 16.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of Supplier's obligations.

- 16.2 The Supplier shall provide such supporting evidence of its compliance with clause 16.1 as Prysmian may request.
- 16.3 The Supplier shall indemnify Prysmian against all losses, claims, demands, costs and expenses incurred or suffered by Prysmian as a result of any breach of clause 16.1 by the Supplier.
- 16.4 Breach of clause 16.1 shall be deemed a material breach under clause 13.3(a).

17. ANTI-FACILITATION OF TAX EVASION

- 17.1 For the purposes of this clause 17:
- (i) the expressions 'Associated With', 'Prevention Procedures', 'UK Tax Evasion Offence' and 'Foreign Tax Evasion Offence' shall be construed in accordance with Part 3 of the Criminal Finances Act 2017 (CFA 2017) and guidance published under it;
 - (ii) Corporate Failure to Prevent Offence means an offence under section 45 and/or section 46 of CFA 2017 and any other applicable United Kingdom laws, legislation, statutory instruments and regulations in relation to preventing the facilitation of tax evasion and any similar or equivalent laws in any other relevant jurisdiction;
 - (iii) Supplier Associated Persons means all or any of the following:
 - (a) persons Associated With the Supplier (Supplier's Associates); and
 - (b) persons Associated With any of the Supplier's Associates;in each case, involved in performing services for or on behalf of the Supplier in connection with this agreement.
- 17.2 The Supplier shall ensure that it and the Supplier Associated Persons shall not by any act or omission commit, or cause, facilitate or contribute to the commission by any person including the Customer, of a:
- (i) Corporate Failure to Prevent Offence;
 - (ii) UK Tax Evasion Offence; or
 - (iii) Foreign Tax Evasion Offence
- in connection with this Contract.
- 17.3 The Supplier shall not, and shall ensure that Supplier Associated Persons shall not, solicit or engage with or take steps to solicit or engage with any person Associated With Prysmian to facilitate the commission of a UK Tax Evasion Offence or a Foreign Tax Evasion Offence in connection with the performance of this Contract.
- 17.4 The Supplier shall, and shall procure that Supplier Associated Persons shall, pay, in full and in a timely manner, all taxes due and payable relating to all monies, remuneration, profit and value received or payable by the Supplier or Supplier Associated Persons in connection with the performance of this Contract or otherwise.
- 17.5 Without prejudice to clause 17.2, the Supplier shall ensure that it and all relevant Supplier Associated Persons have in place such Prevention Procedures as it is reasonable in all the circumstances to expect the Supplier and such persons to have in place to prevent any breach of this clause 17.
- 17.6 The Supplier shall provide such supporting evidence of its compliance with this clause 17 as Prysmian may request.
- 17.7 The Supplier shall indemnify Prysmian against all losses, claims, demands, costs and expenses incurred or suffered by Prysmian as a result of any breach of this clause 17 by the Supplier.
- 17.8 Breach of this clause 17 shall be deemed a material breach under clause 13.3(a).

18. CONSTRUCTION INDUSTRY SCHEME

- 18.1 Where for the purposes of the Construction Industry Scheme (CIS) under the Finance Act 2004, the status of Prysmian is or becomes a 'contractor', Prysmian's obligation to make any payment under the Contract is subject to the provisions of the CIS.

19. PERSONNEL & TUPE

- 19.1 For the purposes of this clause 19:
- (i) Employment Costs shall mean all pay, benefits, PAYE payments, national insurance contributions, pension contributions and other amounts payable to or in respect of the employment or engagement of any person;
 - (ii) Employment Liabilities shall mean all liabilities including, but not limited to, claims for redundancy payments, unlawful deductions from wages, unfair, wrongful or constructive dismissal compensation, compensation for age, sex, race or disability discrimination or discrimination on the grounds of religion, belief, age or sexual orientation or claims for equal pay, compensation for less favourable treatment of part-time workers, and any other claims whether in tort (including negligence), contract or statute or otherwise, and any demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty,

disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation, and any expenses and legal costs on an indemnity basis;

- (iii) Supplier Personnel shall mean all employees, officers, staff, other workers, agents and consultants of the Supplier or its affiliates and any of their subcontractors who are engaged in the performance of the Contract from time to time;
- (iv) TUPE shall mean the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any amendments, extensions consolidations or replacements thereof and shall include any orders, regulations, codes of practice or other subordinate legislation made under such regulations.

- 19.2 The Supplier shall be liable for paying all Employment Costs associated with the employment of the Supplier Personnel and shall be responsible for making all deductions required by applicable law.
- 19.3 Should any such Supplier Personnel seek to recover any Employment Costs from Prysmian or otherwise claim any Employment Liabilities from Prysmian, the Supplier shall indemnify Prysmian in relation to the same.
- 19.4 The Supplier shall, and shall procure that the Supplier Personnel shall, pay, in full and in a timely manner, all taxes due and payable relating to all monies, remuneration, profit and value received or payable by the Supplier or Supplier Personnel in connection with the performance of the Contract or otherwise. Should any third party (including, without limitation, HMRC) claim any such amounts from Prysmian or any other amounts (including, without limitation, fines) resulting from a breach of this clause 19.4, the Supplier shall indemnify Prysmian in relation to the same.
- 19.5 The Supplier shall comply with all laws applicable to the employment or retention of the Supplier Personnel, including without limitation work permits, immigration, customs, foreign payment or similar requirements and shall indemnify Prysmian against any liabilities, costs, expenses, damages and losses arising out of the Supplier's failure to comply with this clause.
- 19.6 The Parties do not intend that TUPE will apply at any time during the term of the Contract or upon the expiry or termination of the Contract and that, therefore
- (i) any contracts of employment between the Supplier and any of its employees; and
 - (ii) any collective agreements between them together or individually and any recognised trade union will not, under any circumstances, transfer to Prysmian or any affiliate of Prysmian whether during the term of the Contract or upon or following expiry or termination of the Contract.
- 19.7 If, contrary to the Parties' intention as outlined in clause 19.6, any such contract of employment or collective agreement has effect pursuant to TUPE as if originally made between Prysmian or any affiliate of Prysmian and the relevant employee concerned or with any trade union, then (without affecting any other rights or remedies which Prysmian may have under the Contract or otherwise at law) the Supplier shall indemnify and hold Prysmian harmless against all liabilities, costs, expenses, damages and losses suffered or incurred by Prysmian or any affiliate of Prysmian relating to or arising out of the application of TUPE, whether in respect of the period before or after the expiry or termination of the Contract, which for the avoidance of doubt shall include any claim relating to the termination of any such contract or agreement by Prysmian or any affiliate of Prysmian.

20. GENERAL

- 20.1 Assignment and other dealings:
- (a) Prysmian may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
 - (b) The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Prysmian.
- 20.2 Severance: If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 20.3 Waiver: A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 20.4 No partnership or agency: Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 20.5 Third parties: A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 20.6 Variation: Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by an authorised member of Prysmian's Purchasing Department.
- 20.7 Governing law: The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 20.8 Jurisdiction: Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).