

STATS TERMS AND CONDITIONS – PURCHASE ORDER REV 01

1. Definitions

“**AFFILIATE**” shall mean any subsidiary or parent or holding company of any company or any other subsidiary of such parent or holding company. For the purpose of this definition, “subsidiary” and “holding company” shall be deemed to have the meaning assigned to them under Section 1162, Companies Act, 2006.

“**STATS**” shall mean the STATS entity as named in the PURCHASE ORDER.

“**STATS GROUP**” shall mean STATS, its clients (of any tier), its AFFILIATES, CO-VENTURERS, its and their respective directors, officers and employees (including agency personnel), but shall not include any member of the SUPPLIER GROUP.

“**CO-VENTURER**” shall mean any other entity with whom STATS is or may be from time to time a party to a joint operating agreement or utilisation agreement or similar agreement relating to the operations for which the GOODS are being provided and the successors in interest of such CO-VENTURER or the assignees of any interest of such CO-VENTURER.

“**DELIVERY DATE**” shall mean the date(s) upon which the GOODS or SERVICES shall be delivered as specified in the PURCHASE ORDER.

“**GOODS**” shall mean the items or materials to be provided in accordance with the PURCHASE ORDER.

“**INTELLECTUAL PROPERTY**” shall mean all existing and pending Intellectual Property Rights of the STATS including in and to all materials, documentation and information and data (including but not restricted to technical information and data and including information in computerised or whatever other form).

“**SERVICES**” shall mean all services that the Supplier is contracted to perform in accordance with the provisions of the PURCHASE ORDER.

“**PERSONAL DATA**” shall mean any information relating to an identified or identifiable natural person.

“**SUPPLIER**” shall mean the person, persons, firm or company named in the PURCHASE ORDER to supply GOODS and SERVICES hereinafter defined and shall include SUPPLIER’s legal representatives, successors and assigns.

“**SUPPLIER GROUP**” shall mean the SUPPLIER, its and their subcontractors, its and their AFFILIATES, its and their respective directors, officers and employees (including agency personnel), but shall not include any member of STATS GROUP.

2. Interpretation

All instructions, notices, agreements, authorisations, approvals and acknowledgements shall be in writing. All such documentation together with all correspondence and other documents shall be in the English language. Nevertheless if for any reason, it is considered necessary by STATS to give an instruction to the SUPPLIER orally in the first instance, the SUPPLIER shall comply with such instructions. Any such oral instruction shall be confirmed in writing as soon as is possible given the circumstances at the time, provided that, if the SUPPLIER confirms in writing any such oral instruction which is not contradicted in writing by STATS without undue delay, it shall be deemed to be an instruction in writing by STATS.

3. Invalidity and Severability

If any provision of the PURCHASE ORDER shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of the PURCHASE ORDER and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. STATS and the SUPPLIER agree to attempt to substitute, for any provision found to be invalid or unenforceable, a valid or enforceable provision which achieves to the greatest possible extent, the economic, legal and commercial objectives of the invalid or unenforceable provision.

4. Delivery

The SUPPLIER will deliver or make the GOODS and SERVICES (herein after known as the “WORK”) available FCA (Incoterms 2010) to STATS at the place specified in the PURCHASE ORDER, on the DELIVERY DATE, and title and risk shall transfer at this time. SUPPLIER acknowledges that the DELIVERY DATE specified in the PURCHASE ORDER is critical and that time is of the essence.

In the event that the SUPPLIER is unable to deliver the WORK on the DELIVERY DATE the SUPPLIER shall notify STATS at the earliest possible opportunity. STATS and the SUPPLIER shall endeavour to agree a mutually acceptable revised DELIVERY DATE. In the event that STATS and the SUPPLIER cannot agree, STATS shall have the right to terminate the PURCHASE ORDER and recover from the SUPPLIER the direct losses sustained as a result of the delay up to an amount not exceeding the value of the PURCHASE ORDER.

5. Liquidated Damages

Should the SUPPLIER fail to complete the Work or any portion thereof in accordance with the DELIVERY DATE, the SUPPLIER shall be liable to and shall pay STATS Liquidated Damages. Liquidated Damages shall accrue at a rate of 1% of the PURCHASE ORDER value for each day of delay, to a maximum of 10% of the PURCHASE ORDER value.

Where any Liquidated Damages are set out in the PURCHASE ORDER, and are applicable, all amounts are agreed as genuine pre-estimates of the losses that may be sustained by failure of performance.

6. Pricing

STATS will pay for the WORK against the SUPPLIER’s invoice within 60 days of receipt of the SUPPLIER’s invoice, with sales tax being detailed separately, the receipt not being earlier than DELIVERY DATE unless otherwise stated in the PURCHASE ORDER. If STATS disputes any items on any invoice in whole or in part or if the invoice is prepared or submitted incorrectly in any respect, STATS shall notify the SUPPLIER of the reasons and may request the SUPPLIER issue a credit note as applicable or return the invoice to the SUPPLIER for resubmission.

STATS shall have the right to withhold any amounts in dispute due on an Invoice until the dispute is resolved by the Parties without incurring any penalty and without cancelling this contract or any individual Purchase Order.

Any amounts payable to SUPPLIER hereunder may be offset by STATS in whole or in part on account and to the extent of any actual, liquidated (and then existing) claims for amounts which SUPPLIER may owe STATS with respect to the WORK.

On settlement of any dispute, the SUPPLIER shall submit an invoice and STATS shall make the appropriate payment in accordance herewith.

The latest time for submission of invoices in respect of amounts due to SUPPLIER in connection with the PURCHASE ORDER shall be ninety (90) days from the completion of the relevant part of the Work or the expiry or termination of the PURCHASE, whichever is the earlier. STATS shall have no obligation to make any payment in respect of any invoice received after this time.

7. Taxes

SUPPLIER shall, in accordance with the provisions of Clause 15 shall be solely responsible for the payment of all taxes, duties, levies, charges and contributions (and any interest or penalties thereon) for which the SUPPLIER is liable as imposed by any governmental authority.

SUPPLIER shall save, indemnify, defend and hold harmless STATS against all levies, charges, contributions and taxes of any type and any interest or penalty thereon which may be assessed, by any governmental authority, on the SUPPLIER GROUP in connection with the PURCHASE ORDER and from all costs reasonably incurred in connection therewith.

STATS will not tolerate the evasion of taxation and SUPPLIER warrants that it will comply fully with the Criminal Finances Act 2017 and all other applicable laws and regulations in this regard. Should SUPPLIER become aware of any wrongful act it must report this to STATS immediately.

8. Access

The SUPPLIER shall allow STATS and/or any STATS Client or their client representative who has an interest in the work being undertaken, to expedite, inspect and test the GOODS during manufacture at the SUPPLIER’s premises at any time on reasonable prior notice. Any expediting, inspection, testing or any failure to do so shall in no way relieve the SUPPLIER of its obligations as specified in the PURCHASE ORDER.

9. Specifications

The WORK shall in all respects comply with the PURCHASE ORDER and shall in addition be of high quality and fit for the intended purpose. The WORK shall be in compliance with all applicable laws and regulations.

SUPPLIER shall perform the WORK with that degree of skill, care, diligence and good judgement normally exercised by recognised professional firms performing work of the same of similar nature.

10. Defects Correction

The SUPPLIER warrants that it will repair, replace or rectify any of the WORK (or any replacement) which is defective. The SUPPLIER’s obligations shall apply only when the WORK is used in accordance with the SUPPLIER’s specification or if no such specification exists, used in accordance with their ordinary purpose. The SUPPLIER’s obligation shall cease 12 months from the original DELIVERY DATE or such other repaired or rectified WORK DELIVERY DATE. Risk in the GOODS or any part thereof which do not comply with the requirements of the PURCHASE ORDER and which are rejected by STATS shall re-vest in the SUPPLIER on return of the GOODS to the SUPPLIER.

For that part of the SERVICES or GOODS re-performed or replaced the defects correction period will run from date when re-performance, rectification or replacement was completed.

11. Packing

The SUPPLIER will ensure that the GOODS are properly packed, secured and labelled in accordance with accepted good industry practice and to meet STATS requirements as specified in the PURCHASE ORDER.

12. Documentation

The SUPPLIER will provide to STATS by the due date(s), all drawings, certificates, Material Data Safety Sheets or other documentation in the specified format and quantities as detailed in the PURCHASE ORDER.

13. Compliance

The SUPPLIER will ensure that the WORK will comply with the requirements of all applicable laws and, to the extent that the GOODS and SERVICES contain toxic, corrosive or hazardous materials, the SUPPLIER will ensure that a notice to that effect accompanies each consignment, together with appropriate care and handling instructions and data sheet.

GOODS supplied under the PURCHASE ORDER, which are contaminated beyond use, at the time of delivery, shall be regenerated or disposed of by the SUPPLIER. The risk of the contaminated GOODS will remain with the SUPPLIER who shall bear all expenses for the said processes.

14. Intellectual Property

All intellectual property rights provided under this PURCHASE ORDER shall be owned by STATS upon commencement of the WORK and the SUPPLIER shall ensure that it executes all documents necessary to effect such ownership.

Where the SUPPLIER provides existing intellectual property right protected material to STATS under this PURCHASE ORDER it shall disclose this to STATS, warrants it has the right to do so and shall fully indemnify and hold STATS harmless against all loss or liability arising from any third party intellectual property rights claims arising both from such existing material and in relation to any such bespoke work. Except as provided above both parties, retain ownership in their pre-existing intellectual property rights protected material.

15. Laws and Regulations

The SUPPLIER shall comply with all applicable laws, rules and regulations of any governmental or regulatory body having jurisdiction over the supply of the WORK.

16. Spares

The SUPPLIER shall give sufficient notice to STATS of its intention to cease supply of the GOODS, component parts or replacements to enable STATS to purchase such GOODS, components parts or replacements.

17. Termination

1. STATS may at any time give written notice to the SUPPLIER to terminate the PURCHASE ORDER forthwith and in such an event STATS shall pay, and the SUPPLIER shall accept in settlement of all claims under the PURCHASE ORDER, any valid incurred costs backed up by sufficient documentation, for all work done and obligations assumed by it in performance of the PURCHASE ORDER prior to its termination. The value of any material, payment for which has been made by STATS but which is left with, and can be put to use by, the SUPPLIER, shall be taken into account when calculating such losses but such sum shall in no event exceed the price set out in the PURCHASE ORDER unless otherwise previously agreed.

2. STATS may terminate the PURCHASE ORDER in the event that:

- a) SUPPLIER is in breach of a condition of the PURCHASE ORDER; or
- b) SUPPLIER becoming bankrupt or making a composition or arrangement with its creditors or a winding-up order being made or (except for the purpose of amalgamation or reconstruction) a resolution for its voluntary winding-up being passed or a provisional Liquidator, Receiver, Administrator or Manager of its business or undertaking being appointed or presenting a petition or having a petition presented applying for an administration order to be made pursuant to Section 9 Insolvency Act 1986, or possession being taken by or on behalf of the holders of any debenture secured by a Floating Charge of any property comprised in or subject to the Floating Charge, or any equivalent act or thing being done or suffered under any applicable law.

In such an event, the only remaining commitment will be for STATS to pay for WORK already delivered by the SUPPLIER but not yet paid for.

18. Status of Company

STATS enters into the PURCHASE ORDER to for itself and as agent for and on behalf of the CO-VENTURERS. Without prejudice to the provisions of clause 31 (Contracts Rights of 3rd Parties) and notwithstanding the above:

- i) The SUPPLIER agrees to look only to STATS for the due performance of the PURCHASE ORDER and nothing contained in the PURCHASE ORDER will impose any liability upon, or entitle the SUPPLIER to commence any proceedings against any CO-VENTURER other than STATS; and
- ii) STATS is entitled to enforce the PURCHASE ORDER on behalf of CO-VENTURERS as well as for itself. For that purpose STATS may commence proceedings in its own name to enforce all obligations and liabilities of the SUPPLIER and to make any claim which any CO-VENTURER may have against the SUPPLIER.

19. Consequential Loss

For the purposes of this clause the expression “Consequential Loss” shall mean:

- i) Consequential or indirect loss under English Law; and
- ii) Loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in (i), and whether or not foreseeable at the date of the PURCHASE ORDER.

Notwithstanding any provision to the contrary elsewhere in the PURCHASE ORDER and except to the extent of any agreed liquidated damages (including without limitation any predetermined termination fees) provided for in the PURCHASE ORDER, STATS shall save, indemnify, defend and hold harmless the SUPPLIER GROUP from the STATS GROUP’s own Consequential Loss and the SUPPLIER shall save and indemnify, defend and hold harmless STATS GROUP from the SUPPLIER GROUP’s own Consequential Loss, arising from, relating to or in connection with the performance or non- performance of the PURCHASE ORDER.

20. Dispute Resolution

If either party is dissatisfied with the performance of the other in relation to the WORK or this PURCHASE ORDER, the parties shall meet as soon as possible in good faith with each other to try to resolve the matter in an amicable way.

In the absence of any agreement being reached on a particular dispute either party may take appropriate action in the English Courts to resolve the dispute at any time.

21. Confidentiality

STATS and the SUPPLIER shall keep the PURCHASE ORDER and any information, which either party learn about the other in strict confidence and will not disclose the same to any third party without the prior written consent of the other party



22. Insurance

SUPPLIER shall have the following along with any other insurance necessary or relevant to the Scope of Work and which covers their obligations and Indemnities under the PURCHASE ORDER:-

- a) Employers Liability is GBP £5,000,000 per occurrence.
- b) General Third Party is GBP £10,000,000 per occurrence;

Failure by SUPPLIER to have in place sufficient insurance shall not negate any of the provisions herein.

23. Variations

1. STATS has the right to issue instructions to the SUPPLIER at any time to make any variations to the WORK which are within the capability and resources of the SUPPLIER. The SUPPLIER shall proceed immediately as instructed.

2. In the event the SUPPLIER wishes to make variations, SUPPLIER shall issue a written proposal for the Variation(s) to the COMPANY for approval. Only at such time as approval has been given to the SUPPLIER by STATS in writing shall the SUPPLIER be permitted to start the variation works.

3. Any adjustment to the CONTRACT PRICE resulting from any variation shall be valued at the appropriate rates and prices included in the CONTRACT or, in the absence of any appropriate rates and prices, a fair valuation shall be made by STATS.

24. Transfer of PURCHASE ORDER

The SUPPLIER shall not at any time sub-contract or assign any part of their respective rights or obligations under the PURCHASE ORDER to any other person, without first obtaining STATS prior written consent which shall not be unreasonably withheld or delayed.

25. Special Terms

The SUPPLIER and STATS agree that any special conditions set out in the PURCHASE ORDER will take precedence over the general terms and conditions set out herein.

26. Proper Law and Language

The PURCHASE ORDER shall be construed and take effect in accordance with English Law excluding those conflict of law rules and choice of law principles which would deem otherwise, and subject to the provisions of clause 22, shall be subject to the exclusive jurisdiction of the English Courts.

The ruling language of the PURCHASE ORDER shall be the English Language.

27. Indemnity Arrangements

a. The SUPPLIER shall be liable for and shall release, save, defend, indemnify and hold harmless the STATS GROUP in respect of Claims arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER for:

- i. personal injury, death, disease or illness of any member of SUPPLIER GROUP;
- ii. loss of or damage to the property belonging to any member of the SUPPLIER GROUP whether owned, leased, hired or otherwise provided by the SUPPLIER GROUP;
- iii. personal injury including death or disease, loss of or damage to the property of any Third Party to the extent that such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of any member of the SUPPLIER GROUP.

b. STATS shall be liable for and shall release, save, defend, indemnify and hold harmless SUPPLIER GROUP in respect of Claims arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER for:

- i. personal injury, death, disease or illness of any member of STATS;
- ii. loss of or damage to the property belonging to STATS whether owned, leased, hired or otherwise provided by STATS;
- iii. personal injury including death or disease, loss of or damage to the property of any Third Party to the extent that such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of any member of STATS.

c. The SUPPLIER shall save, indemnify, defend and hold harmless STATS GROUP from and against any claim of whatsoever nature arising from pollution emanating from the property, worksite or equipment of the SUPPLIER GROUP arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER.

d. Notwithstanding any provision to the contrary elsewhere in the PURCHASE ORDER and except to the extent of any agreed liquidated damages (including, any predetermined termination fees), the SUPPLIER shall release, save, defend, indemnify and hold harmless the STATS GROUP from the SUPPLIER GROUP's own Consequential Loss and STATS shall release, save, defend, indemnify and hold harmless the SUPPLIER GROUP from STATS's own Consequential Loss arising from, relating to or in connection with the performance or non-performance of the Agreement.

e. The indemnities given pursuant to the Agreement shall be full and primary irrespective of whether the parties carry insurance in respect of the indemnities given herein.

f. Except as provided in Clauses 27a.iii. and 27b.iii. above, all exclusions and indemnities given under this Clause 27 shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any under contract or otherwise at law.

Notwithstanding the foregoing, any claims, losses, damages, costs (including legal fees), and expenses caused by SUPPLIER gross negligence or wilful misconduct shall be expressly excluded.

28. Clause Survival

In the event of termination of the PURCHASE ORDER the rights and obligations of the parties included in, Clause 6 – Pricing, Clause 7 – Taxes, Clause 14 – Intellectual Property, Clause 17 – Termination, Clause 19 – Consequential Loss, Clause 20 – Dispute Resolution, Clause 21 – Confidentiality, Clause 24 – Transfer of Purchase Order, Clause 26 – Proper Law & Language, Clause 27 – Indemnities, Clause 30 – Contracts (Rights of Third Parties) Act, shall remain in full force and effect.

29. Force Majeure

Neither party shall be responsible for any failure to fulfil any term or condition of the Purchase Order if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence whether or not foreseeable at the time of entering into the PURCHASE ORDER, which has been notified to the other party and which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence, the said party is unable to provide against.

The term "force majeure", as used herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, terrorist acts, (whether actual, threatened or reasonably perceived), acts of public enemies, wars, blockades, insurrections, riots, epidemics, landslides, fires, floods, civil disturbances, explosions and any other causes not within the control of the party claiming a suspension, which by the exercise of reasonable diligence such party shall not have been able to avoid or overcome. For the avoidance of doubt, industrial disputes solely amongst the employees of either of the parties shall not constitute force majeure.

30. Contracts (Rights of Third Parties) Act

The parties intend that no provision of the PURCHASE ORDER shall by virtue of the Contracts (Rights of Third Parties) Act 1999 ("the Act") confer any benefit on, nor be enforceable by any person who is not a party to the Contract.

31. Business Ethics & Anti-Bribery Compliance

Both the SUPPLIER and STATS shall uphold the highest standards of business ethics in the performance of the Work. Honesty, fairness and integrity shall be paramount principles in the dealing between the parties. Neither party shall knowingly involve itself in any business in connection with, or use information arising from, the Work, in any manner which conflicts with the interests of the other party.

With reference to the performance of the WORK, the SUPPLIER hereby represents and warrants that it will comply with all applicable laws, statutes, regulations, codes and conventions relating to anti-bribery and anti-corruption including but not limited to (i) those of the jurisdiction of incorporation of the SUPPLIER and the SUPPLIER's ultimate parent company; (ii) those of the principal place of business of the SUPPLIER; (iii) the Corruption of Foreign Public Officials Act, S.C. 1998, c.34 (Canada); (iv) the Foreign Corrupt Practices Act of 1977 15 U.S.C. §§ 78dd-1, et seq. (United States of America); (v) the Bribery Act 2010 (United Kingdom); and (vi) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on 17 December 1997,

which entered into force on 15 February 1999, and the Convention's Commentaries; all as may be amended and/or superseded from time to time.

STATS will not tolerate any conduct which could be or is in breach of any legislation in connection with anti-slavery, human trafficking or any such other considerations.

32. Personal Data Protection

In all cases where applicable in the performance of the WORK, SUPPLIER agrees to comply with Regulation (EU) No. 2016/679 (General Data Protection Regulation (GDPR)) and any other applicable laws, statutes and regulations in relation to the protection of personal data and SUPPLIER warrants that: (a) any processing of PERSONAL DATA will be done in accordance with the terms of this PURCHASE ORDER and applicable law.

(b) it will implement all appropriate security measures to protect PERSONAL DATA against accidental, unlawful, or unauthorized (i) destruction (ii) loss, (iii) alteration, (iv) disclosure, or (v) access (including remote access). SUPPLIER will protect PERSONAL DATA against all other forms of unlawful processing, including unnecessary collection, transfer, or processing, beyond what is strictly necessary for the performance of the Work.

(c) Prior to any transfer of PERSONAL DATA by SUPPLIER, SUPPLIER will impose all obligations on SUPPLIER GROUP as required by all applicable laws.

(d) it will promptly, and in any case within seventy-two (72) hours inform SUPPLIER through the STATS Data Officer online at dpo@statsgroup.com if it determines and discloses to a competent public authority and/or affected data subjects that an accidental, unlawful, or unauthorized (i) destruction (ii) loss, (iii) alteration, (iv) disclosure, or (v) access (including remote access) of STATS GROUP PERSONAL DATA has occurred.

33. Right of Audit

STATS shall have the right, for the duration of the PURCHASE ORDER and for a period of six (6) years following the date that the Work has been performed, to audit and to copy any record and account relating to;

(a) All invoiced charges made by the SUPPLIER on STATS; and

(b) Any provision of this PURCHASE ORDER under which the SUPPLIER has obligations the performance of which is capable of being verified by audit. This shall include but not be limited to data and ethical compliance.