

Standard Terms and Conditions of Purchase

1. Object and scope

1.1 These terms and conditions of purchase ("Standard Terms and Conditions") shall apply to any purchase order ("Purchase Order") for the purchase of products ("Products") and/or services ("Services") by Zoetis UK Limited, a company incorporated under the Companies Acts with registered number 8116609 and having its registered office at 5th Floor 6 St Andrew Street, London EC4A 3AE ("Buyer") from a supplier ("Supplier", together with the Buyer, the "Parties" and each a "Party"), unless otherwise mutually agreed in writing by the Parties. A Purchase Order constitutes an offer by the Buyer to purchase Services and/or Products from the Supplier and shall be deemed to be accepted on the earlier of:

- (i) the Supplier issuing written acceptance of the Purchase Order; or
- (ii) any act by the Supplier consistent with fulfilling the Purchase Order;

at which point, and on which date, a contract ("Contract") which incorporates the Terms and Conditions (as defined below) and the Purchase Order shall come into existence. No document issued by the Supplier shall be construed as a counter-offer nor shall it apply in any way to alter a Contract and all other terms and conditions are expressly excluded, including those implied by trade, custom or practice.

1.2 The Buyer's special terms and conditions ("Special Terms and Conditions"), if expressly referred to in a Purchase Order, will amend these Standard Terms and Conditions. These Standard Terms and Conditions, as amended by Special Terms and Conditions, if any, shall apply to the exclusion of any other terms and conditions whether contained in the Supplier's: (i) quotation, (ii) acceptance of a Purchase Order, or (iii) otherwise.

1.3 A Contract and the related supply of Services, Deliverables (as defined below) and/or Products by the Supplier shall be subject to this order of priority (unless otherwise expressly provided in the Special Terms and Conditions):

- (i) the Special Terms and Conditions;
- (ii) these Standard Terms and Conditions;
- (iii) any document expressly included by reference in the Special Terms and Conditions, including, without limitation, documents containing: any special instructions (such as technical documentation, quality assurance, or safety information); information about the specified quantity or quality of Products or Deliverables (as defined below); information about the performance of the Contract; or specified timeframe for delivery or delivery dates (any such documents together with the Special Terms and Conditions and the Standard Terms and Conditions are defined as the "Terms and Conditions"); and
- (iv) the Supplier's commercial offer, to the extent that it is agreed in writing by the Buyer and it does not conflict with the Terms and Conditions.

1.4 The Supplier shall be deemed to have read and understood all the Terms and Conditions and is responsible for its assessment of the risks, uncertainties and any potential difficulties that may be encountered by the Supplier in the performance of the Services or delivery of the Products and/or or deliverables in relation to such Services or Products ("Deliverables"). Moreover, the Supplier undertakes to request and check all the documents or technical information necessary for the performance of its obligations pursuant to a Contract. No amendment, variation or modification of a Contract by the Supplier will be binding upon the Buyer without the Buyer's prior written approval.

1.5 The Buyer accepts no liability for any Services, Products or Deliverables provided or delivered by the Supplier where such Services, Products or Deliverables are not provided pursuant to a Purchase Order duly approved on the Buyer's behalf by a duly authorised member of its staff.

1.6 The Supplier shall ensure that the Buyer's Purchase Order number is referred to in every letter, invoice, delivery slip, or other written communication, relating to each Purchase Order.

2. Performance of a Contract

2.1 **Timely Performance.** The Supplier shall provide the Services, and/or deliver the Products and any Deliverables according to the timeframes and delivery dates set out in a Purchase Order or as otherwise agreed with the Buyer in writing. Time for performance of the Services and delivery of the Products and any Deliverables shall be of the essence of the Contract. The Supplier shall promptly notify the Buyer of any event which could affect or delay the scheduled timeframes and delivery dates for the performance of the Services and/or delivery of the Products and Deliverables.

2.2 **Standard Of Performance.** The Supplier shall perform all of its obligations under a Contract:

- (i) in strict accordance with the terms of the Contract;
 - (ii) in a professional, expeditious and diligent manner; and
 - (iii) with all reasonable skill and care and in accordance with generally accepted industry and professional standards, procedures and practices;
- all to the reasonable satisfaction of Buyer.

2.3 The Services, Products and Deliverables performed or supplied in accordance with a Contract shall be free of any material defects, be fit for purpose and suitable for their intended use, and conform in all respects to the relevant Purchase Order and any other specifications provided or advised by the Buyer to the Supplier. The Services, Products and Deliverables shall be performed or supplied in compliance with all applicable laws, statutes, ordinances, codes of practice, rules, regulations, orders, decrees and any other governmental, administrative or judicial instruments (collectively, "Laws").

2.4 **Delivery.** Unless otherwise specified in the Special Terms and Conditions, the Supplier will deliver the Products and/or Deliverables to, and/or perform the Services at the location specified in the relevant Purchase Order during normal business hours. Unless otherwise agreed in writing between the Parties, the Supplier will bear all the expense of delivery, including without limitation, all costs associated with clearance through customs, and the Buyer will not accept any tolerance margin in respect of the quantities of Products ordered or Deliverables required.

2.5 **Risk/Title.** The Products and/or Deliverables shall remain at the risk of the Supplier until delivery to the Buyer is complete (including off-loading and stacking at a location agreed between the Parties) when title to the Products and/or Deliverables shall pass to the Buyer.

2.6 Acceptance. If all or any part of the Services, Deliverables and/or Products do not comply with condition 2.3, or if delivery is not made in accordance with condition 2.4, the Buyer may:

- (i) refuse to accept the non-complying Services, Deliverables and/or Products or accept them subject to any reservations or reduction of costs agreed with the Buyer. The simple act of taking delivery of the Products or Deliverables by the reception service is not to be regarded as acceptance. Acceptance of the Services, Products or Deliverables will take place only after a completed verification is issued by the Buyer; or
- (ii) give the Supplier the opportunity to re-perform, repair or replace the non-complying Services, Deliverables and/or Products as quickly as possible, at no cost to the Buyer and reimburse the Buyer for any expenses unduly incurred by the Buyer, including any costs of return shipping;

without prejudice to any other rights the Buyer may have. Notwithstanding the above, the Buyer reserves the right to reject all or any part of the Products and/or Deliverables with respect to any latent defects, which shall include any defects that may not be detected by the Buyer through standard inspection and testing of a sample or that may affect only a proportion of Products and/or Deliverables.

2.7 Supervision. The Supplier is solely responsible for the supervision and management of its agents, appointees, employees and permitted subcontractors. The Supplier's agents, appointees, employees and permitted subcontractors remain under the Supplier's sole control, authority and management at all times during the performance of a Contract. No agent, appointee, employee or permitted subcontractor engaged by the Supplier shall be, or shall be deemed to be, an agent, appointee, employee or permitted subcontractor of the Buyer and shall not be entitled to any benefits that the Buyer provides to its own employees.

2.8 Sub-Contracting. Unless otherwise agreed in the Special Terms and Conditions, the Supplier shall not subcontract all or any part of its obligations under a Contract without the Buyer's prior written approval. The Buyer's prior written approval must be obtained in respect of each subcontractor. Notwithstanding the appointment of a permitted subcontractor, the Supplier shall remain fully responsible for the supply of Services, Deliverables and/or Products and such appointment shall not diminish or otherwise affect the Supplier's obligations under a Contract.

2.9 Compliance with Laws. The Supplier shall comply, and shall procure that its permitted subcontractors comply, with all applicable Laws, and shall have, and shall procure that its permitted subcontractors have, all professional licenses, permits, certificates and registrations required for its performance of a Contract.

2.9.1 Environmental Health and Safety. The Supplier must ensure that its personnel and the personnel of any permitted subcontractors comply with all applicable Laws and the Buyer's policies relating to environment, health and safety within the Buyer's premises or any other premises which are accessed or used pursuant to a Contract. The Buyer shall not be held liable for any incident arising as a result of a Supplier's failure, or the failure of its agents, appointees, employees or permitted subcontractors, to comply with such Laws and/or policies. The Supplier shall provide to the Buyer all information related to the safety, safe handling, environmental impact, and disposal of the Products including, without limitation, material safety data sheets, it being understood that the Supplier shall promptly deliver to the Buyer, as it becomes available to the Supplier, any updates or amendments to the information provided pursuant to this condition. The Supplier shall be solely responsible for the generation, collection, storage, handling, transportation, movement and disposal of all waste (hazardous and non-hazardous), as applicable, in compliance with applicable Laws.

2.9.2 Employment. The Supplier shall comply throughout the performance of a Contract with all the obligations incumbent upon it in application of the applicable employment Laws applicable in the country where the Services, Products and Deliverables are supplied. The Supplier shall indemnify the Buyer for any and all damages and fines resulting from, either directly or indirectly, any employment related claims.

2.9.3 Anti-Corruption. Throughout the performance of a Contract, the Supplier shall comply with:

- (i) the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010 and any other applicable anti-bribery and anti-corruption Laws and the principles established by the OECD (Organisation for Economic Co-operation and Development) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, as those acts and principles are amended from time to time, and

- (ii) Zoetis' International Anti-Bribery and Anti-Corruption Principles, a copy of which is available upon request to the Buyer.

2.9.4 Data Protection. If, in performing the Services or supplying the Products or Deliverables, the Supplier performs any operation using Personal Data (as defined in the Data Protection Act 1998, as may be amended or replaced from time to time ("the Data Protection Legislation")), including, but not limited to, the access, acquisition, collection, recording, organization, storage, alteration, retrieval, consultation, use, disclosure, combination, transfer, blocking, return, processing or destruction of Personal Data from or on behalf of the Buyer and/or its affiliates or subsidiaries, the Supplier shall comply with the Data Protection Legislation by, without limitation:

- (i) maintaining such valid and up-to-date registration or (where applicable) notification under the Data Protection Legislation;
- (ii) processing such Personal Data only as is strictly required pursuant to the Contract and only as instructed by the Buyer;
- (iii) complying with the data security obligations under the Seventh Data Protection Principle as set out in part 1 of Schedule 1 of the Data Protection Act 1998; and
- (iv) not, other than in accordance with the Data Protection Legislation, transferring any Personal Data to any country or territory outside the European Economic Area.

The Supplier shall also comply with the requirements set forth in:

- (i) the Privacy and Information Security Addendum as provided by the Buyer and mutually agreed upon between the Parties, and
- (ii) Zoetis' Baseline Third Party Security Requirements (a copy of which is available upon request to the Buyer).

2.9.5

Export of Technology. It is understood that as a U.S.-controlled company, the Buyer is subject to United States Laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that obligations hereunder are contingent on compliance with applicable U.S. export Laws (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). The transfer of certain technical data, material, and commodities may require a license from the cognizant agency of the United States Government and/or written assurances that such data or commodities will not be exported to certain foreign countries without prior approval of the cognizant government agency. The Buyer and the Supplier agree to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement, if any. The Buyer shall notify the Supplier if any data or materials to be supplied to the Supplier by the Buyer are subject to export control license requirements or are listed under export control regulations.

2.9.6 Conflict Minerals. Supplier shall not use, and shall not allow to be used, any (a) cassiterite, columbite-tantalite, gold, wolframite, or the derivatives tantalum, tin, or tungsten ("Initial Conflict Minerals") that originated in the Democratic Republic of Congo ("DRC") or an adjoining country, or (b) following the receipt of a written notice from the Buyer, any other mineral or its derivatives determined by the Secretary of State of the United States of America to be financing conflict in the DRC or an adjoining country ("Additional Conflict Minerals", and together with the Initial Conflict Minerals, "Conflict Minerals"), in the production of the Products under a Contract. Notwithstanding the foregoing, if the Supplier uses a Conflict Mineral in the production of the Products, the Supplier shall immediately notify the Buyer and shall provide the Buyer with a written description of the use of the Conflict Mineral, including whether the Conflict Mineral appears in any amount in the Product (including trace amounts) and the Supplier shall provide the Buyer with a valid and verifiable certificate of origin of the Conflict Mineral used in the production of the Products. The Supplier must also be able to demonstrate that it undertook a reasonable country of origin inquiry and due diligence process in connection with its preparation and delivery of the certificate of origin.

2.9.7 Animal Care. Should the Services, Deliverables or Products provided by the Supplier under a Contract include the use or provision of animals, the Supplier agrees to maintain standards of animal care that meet or exceed those required by applicable Laws and shall comply with Zoetis' Standards of Animal Care, a copy of which is available upon request to the Buyer.

2.10 Cancellation or Suspension of a Contract. Unless otherwise agreed in the Special Terms and Conditions, the Buyer may:

- (i) cancel all or any part of a Contract prior to the commencement of its performance by the Supplier; or
- (ii) request the Supplier to suspend performance of a Contract, without the Supplier having any right to claim any compensation or indemnity of any kind.

2.11 Force Majeure. Neither Party shall be in breach of a Contract nor liable to the other Party for delay in performing or for its failure to perform any of its obligations under a Contract where such delay or failure is the result of a Force Majeure Event. The Parties agree that the non-performing Party shall:

- (i) promptly notify the other Party in writing of the occurrence of a Force Majeure Event and the way in which its obligations are prevented or impeded by such Force Majeure Event; and
- (ii) use commercially reasonable efforts to avoid or minimize the delay or failure and to resume performance as soon as reasonably practicable.

The time for performance shall be extended for a reasonable period having regard to the effects of the Force Majeure Event, or the Contract shall be terminated if such cause shall continue for a period greater than two (2) months. For the purposes of these Standard Terms and Conditions, "Force Majeure Event" shall mean any acts, events, omissions or accidents beyond a Party's reasonable control, including strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, or storm.

2.12 Records; Audit. The Supplier shall maintain complete and accurate records of all matters relating to the Services, Products and/or Deliverables to demonstrate compliance with its obligations under a Contract, including, without limitation, billing, invoices, payment of permitted subcontractors, receipts related to reimbursable expenses and compliance with applicable Laws. The Buyer may from time to time audit the Supplier's premises and records to verify that it is complying with the Terms and Conditions; such audit will not exclude or limit the Supplier's liability in any way.

2.13 Remedies. The Supplier shall, at its own cost and expense and in addition to any other remedies available to the Buyer at applicable Law or in equity, promptly correct or revise any errors, omissions or other deficiencies in the Services, Products and/or Deliverables.

3. Representations and Warranties, Indemnification and Insurance

3.1 The Supplier represents and warrants that:

(A) it has (i) the technical skills, resources and means to ensure the best quality of the Services, Deliverables and Products; (ii) the financial capacity and human resources to perform a Contract without risk of interruption or delay; and (iii) all licences, accreditations, rights and approvals necessary, where applicable, to provide the Services and/or to supply the Products and/or Deliverables;

(B) the execution, delivery and performance of a Contract does not, and will not, conflict with any agreement, instrument or understanding to which it is a party or by which it may be bound and there is no action, suit or proceeding before and by any court or governmental authority, pending or, to the Supplier's knowledge, threatened, which could materially affect the Supplier's performance hereunder or the enforceability hereof;

(C) any substances, products, materials or finished articles needed for, or used in, the performance of the Services or the manufacture of the Products and/or Deliverables shall be compliant with all applicable Laws.

3.2 The Supplier shall indemnify, defend and hold harmless, to the maximum extent permitted by applicable Law, the Buyer and its affiliates against all claims, causes of action, suits and liabilities, including any damages, fines, interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by the Buyer as a result of or in connection with:

- (i) any action, omission, inadequacy, negligence, default or mistake attributable to the Supplier, its personnel, its permitted subcontractors or its permitted subcontractors' personnel in the performance of a Contract, including, but not limited to,

failure to comply with the Terms and Conditions;

- (ii) defective workmanship, quality or materials; or
- (iii) an infringement or alleged infringement of any Intellectual Property Rights (as defined below) caused by the use, manufacture or supply of the Services, Deliverables and/or Products.

3.3 The Supplier shall maintain insurance coverage from a reputable insurance company, insuring against all risks that may arise in relation to a Contract. Such insurance shall note the Buyer as an interested party. At the Buyer's request, the Supplier shall provide to the Buyer proof of payment of its insurance coverage. The Supplier shall be responsible for any payments under its deductible(s) or self insured retention(s). The Supplier's liabilities under a Contract shall not be deemed to be released or limited by the Supplier taking out and maintain insurance coverage under this condition 3.3.

4. Financial conditions

4.1 Price. The price agreed at the time when a Purchase Order is placed ("Price") is exclusive of any applicable VAT, and the Price cannot be revised unless otherwise agreed in writing by the Parties. Unless otherwise agreed in writing by the Parties, the Price is payable for the full and proper performance by the Supplier of a Contract and includes all expenses, charges and disbursements. The Buyer retains the right to request that the Supplier provide a guarantee and/or to agree to the Buyer partially withholding payment in order to guarantee the performance of a Purchase Order.

4.2 Invoicing. Unless otherwise agreed in the Special Terms and Conditions, the Price shall be invoiced after the full and proper performance of a Contract to the satisfaction of the Buyer. The Supplier shall issue an invoice to the Buyer in accordance with all applicable Laws. Where a payment is linked to a particular stage of a Contract, the invoice will be subject to the completion of that stage, and subject to the conditions agreed by the Parties for such invoicing. No additional charges, expenses or disbursements can be invoiced in addition to the Price without the Buyer's prior written approval. The invoicing address shall be indicated in each Purchase Order.

4.3 Payment. In the event of non-performance of part of a Contract, and without prejudice to any other rights that the Buyer may have under a Contract, the Price will be paid to the Supplier *pro rata* for the Services and Deliverables that have been provided or the Products that have been delivered in accordance with the Terms and Conditions. Alternatively, where applicable, the Buyer may request to be immediately reimbursed for any part of the Price already paid to the Supplier. Payment for a correct and undisputed invoice is due sixty (60) days upon receipt of the invoice by the Buyer. To the extent permitted by applicable Laws, late payment interest may only be charged after the Buyer has been formally notified by the Supplier that payment is overdue. The Buyer will pay interest at the rate of 2% above the Bank of England base rate for any amounts not paid when due under a Contract. Without prejudice to any other rights or remedies it may have, to the extent permitted by applicable Laws, the Buyer may offset any amount due by the Buyer to the Supplier against those due by the Supplier to the Buyer. For the avoidance of doubt, the Buyer shall not be required to process any invoice or respond to any communication which does not have a Purchase Order number, nor an invoice not submitted through the Buyer's accounts payable system. All payments shall be made in Pounds Sterling (£).

4.4 Taxes. In the event any payments made by the Buyer pursuant to a Contract become subject to withholding taxes under the laws or regulation of any jurisdiction, the Buyer shall deduct and withhold the amount of such taxes for the account of the Supplier to the extent required by applicable Laws or regulations; such amounts payable to the Supplier shall be reduced by the amount of taxes deducted and withheld; and the Buyer shall pay the amounts of such taxes to the proper governmental authority in a timely manner and promptly transmit to the Supplier an official tax certificate or other evidence of such tax obligations together with proof of payment from the relevant governmental authority of all amounts deducted and withheld sufficient to enable the Supplier to claim such payment of taxes. Any such withholding taxes required under applicable Laws or regulations to be paid or withheld shall be an expense of, and borne solely by, the Supplier. The Buyer will provide the Supplier with reasonable assistance to enable the Supplier to recover such taxes as permitted by applicable Laws or regulations.

5. Confidentiality

5.1 The Supplier shall keep in strictest confidence all information of the Buyer (however recorded, preserved or disclosed) of a confidential, proprietary, economic, technical, financial or commercial nature, concerning, *inter alia*, the Buyer, its activities or the subject of a Contract ("Confidential Information").

5.2 The Supplier shall not use any such Confidential Information for any purpose other than to perform its obligations as envisaged by, or under, a Contract.

5.3 The Supplier may only disclose Confidential Information to its employees, officers or permitted subcontractors only as strictly necessary for the performance of a Contract and shall ensure that its employees, officers or permitted subcontractors to whom it discloses Confidential Information are subject to obligations of confidentiality and non-use that are no less onerous than those contained in the Terms and Conditions and that any use of the Confidential Information is for the sole purpose of performing their obligations in accordance with a Contract.

5.4 Confidential Information shall not include information which the Supplier can evidence by written records that, at the time of disclosure:

- (i) is already in the public domain, or was legally obtained from other sources which were not under an obligation to the Buyer to maintain confidentiality; or
- (ii) is already lawfully in possession of the Supplier.

5.5 Except as otherwise required by any court of relevant jurisdiction or by any regulatory authority, the Supplier shall not:

- (i) make any public disclosure or any use of the Confidential Information, or
 - (ii) use the name, trade name, logo or intellectual property of the Buyer, or those of the Zoetis group of companies as a trade reference or in any publication of any kind whatsoever,
- without the Buyer's prior written approval.

5.6 Upon the Buyer's request or the termination or expiration of a Contract, the Supplier shall promptly return to the Buyer or destroy all Confidential Information.

5.7 The provisions of this section 5 will remain in force for a period of five (5) years from the date of termination of a Contract, regardless of the date or cause of the termination.

6. Intellectual property rights

6.1 All materials, equipment and tools, drawings, specifications, data supplied by the Buyer to the Supplier ("Pre-existing Materials") and all Intellectual Property Rights (as defined below) in the Pre-existing Materials are, and shall remain, the exclusive property of the Buyer and all Pre-existing Materials must be returned upon the request of the Buyer, or upon completion or termination of a Contract.

6.2 The Supplier hereby assigns to the Buyer, with full title guarantee and free from all third party rights any Intellectual Property Rights in all Products, and in all documents, Deliverables and materials to be provided by the Supplier or its employees or officers in relation to the Services in any form, including without limitation data, reports and specifications ("Services IPR"). You agree promptly to execute all documents and do all acts as may, in the opinion of the Buyer, be necessary to give effect to the transfer of rights to the Buyer under the Terms and Conditions and in particular you will, if requested to do so by the Buyer, sign and deliver to the Buyer a written assignment of Intellectual Property Rights in the Services IPR. The cost of the assignment of the above-mentioned rights is included in the Price. The Buyer may thus, without any additional cost, freely use, reproduce or adapt all such Services IPR, Products and all such documents, Deliverables and materials; and the Supplier may under no circumstances subsequently use the said Services IPR, Products and documents, Deliverables and materials without the Buyer's prior written approval. For the purposes of these Standard Terms and Conditions, "Intellectual Property Rights" shall mean, without limitation, (a) any patents, invention disclosures, including continuations, divisionals, continuation-in-parts, re-issues, re-examinations, extensions and supplementary protection certificates, and any applications and/or registrations thereof; (b) trademarks, service marks, names, corporate names, trade names, domain names, logos, slogans, trade dress, design rights, and other similar designations of source or origin and all applications and/or registrations thereof; (c) registered designs and all applications and/or registrations thereof; (d) copyrights and copyrightable subject matter (including rights in software); (e) semi-conductor topography rights, database rights, unregistered design rights; and (f) information and know-how, practices, techniques, methods, processes, ideas, concepts, inventions, developments, specifications (including specifications, formulations, structures, trade secrets, analytical and quality control information and procedures, pharmacological, toxicological and clinical test data and results, stability data, studies and procedures and regulatory information).

6.3 The Supplier warrants that it has and shall have full clear and unencumbered title to all Products and Deliverables provided to the Buyer, and that at the date of delivery of the Products and Deliverables to the Buyer, it will have full and unrestricted rights to transfer them to the Buyer.

6.4 If methods or documents provided as part of the Services, Deliverables and/or Products are the property of the Supplier or third parties to which the Supplier has the right to use and/or disseminate, the Supplier shall grant the Buyer a royalty free, non-exclusive, irrevocable, perpetual licence (or sub-licence) to use those methods or documents in connection with the Services, Deliverables and/or Products.

6.5 In the event that a Contract is terminated, regardless of the reason for such termination, the Supplier undertakes to deliver to the Buyer, within ten (10) calendar days from the date of termination of a Contract, all the Service IPR produced pursuant to a Contract, without it being necessary for the Buyer to make any request to that end.

6.6 During the period of a Contract, and at all times thereafter, the Supplier shall (and shall procure that all agents, appointees, employees and permitted subcontractors shall) execute and perform all such applications, assignments, documents and acts as may be required by the Buyer for the purpose of giving effect to this condition 6.

6.7 The Supplier hereby irrevocably waives in favour of the Buyer any moral rights it may have in terms of Chapter IV of Part 1 of the Copyright, Designs and Patents Act 1988, and any similar rights available in any part of the world and shall procure that all agents, appointees, employees and permitted subcontractors used in the provision of the Products and/ or Deliverables and the performance of the Services shall similarly waive such moral rights.

7. Termination

7.1 Without prejudice to any other rights or remedies which it may have, one Party may terminate a Contract without liability to the other Party immediately on giving notice to the other Party:

- (i) if the other Party commits a breach of any of the terms of a Contract and (if such a breach is remediable) fails to remedy that breach within ten (10) working days of being notified in writing of the breach;
- (ii) in the event of insolvency or apparent insolvency of; appointment of a receiver, manager, administrator, administrative receiver or similar officer of, the making of any composition or arrangement with creditors by; assignment for the benefit of creditors by; the initiation of bankruptcy proceedings by or against; the making of any order or resolution for the dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) of; the liquidation (whether compulsory or voluntarily) of; or the suffering of any analogous event by the other Party;
- (iii) in accordance with condition 2.12, if a force majeure event lasts for more than two (2) months;
- (iv) if the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (iv) if the Buyer learns that improper payments to third parties are being, or have been, made by the Supplier.

The termination of a Contract shall not affect the Parties' rights to claim any damages they may be entitled to seek.

7.2 Upon any breach by the Supplier of any of its duties or obligations under a Contract, the Buyer shall have the right to seek an order for specific performance against the Supplier in addition to bringing a claim for damages. The Buyer shall in addition have the right to seek to recover any loss and damage suffered by it in respect of the Supplier's prior breach of its duties and obligations in connection with its performance of a Contract.

7.3 Termination of a Contract shall be without prejudice to any rights of either Party under the provisions of the Contract existing at the date the Contract is terminated (including the right of either Party to recover all sums due to that Party up to such date of termination).

7.4 The provisions of conditions 2.9, 2.9.4, 2.13, 2.14, 3, 5, 6 and this clause 7.4 shall survive termination of a Contract for any reason and shall remain in full force and effect.

7.5 Early termination of a Contract, for any reason, whether by the Buyer or the Supplier, shall not affect any other Purchase Orders placed by the Buyer with the Supplier or any other Contracts in place between the Parties.

8. Governing law

The construction, validity, and performance of all Contracts shall be governed by English Law (unless otherwise agreed in the Special Terms and Conditions) and in the event that any dispute or claim arising therefrom cannot be resolved out of court by the Parties, such claim or dispute shall be subject to the exclusive jurisdiction of the courts of England, even in the case of summary proceedings, third party claims, or if there is more than one defendant. The application of the U.N. Convention on Contracts for the International Sale of Goods (1980) is excluded.

9. General

9.1 The complete or partial invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of such provision for any other purpose or the remaining provisions hereof.

9.2 A Contract and/or any part thereof shall not be wholly or partially assigned by the Supplier without the Buyer's prior written approval. If the Supplier assigns a Contract and/or any part thereof without the Buyer's written approval, the Supplier shall remain liable to the Buyer. The Buyer may assign a Contract or any part thereof.

9.3 No admission, act or omission made by either Party during the continuance of a Contract shall constitute a waiver of, or release of the other Party from, any liability under a Contract.

9.4 The Parties agree that nothing in a Contract creates any obligation on the Buyer to place any future order with the Supplier. Furthermore, nothing in a Contract is intended, or shall be deemed, to establish any partnership or joint venture between the Parties, render any Party the agent of the other Party, or authorise a Party to make or enter into any commitments for, or on behalf of, the other Party.

9.5 No waiver of any provision of a Contract shall constitute a waiver of any other breach of such provision or the breach of any other provision.

9.6 A person who is not a Party to a Contract shall not have any rights under or in connection with them and the rights set out in the Contracts (Rights of Third Parties) Act 1999 shall not apply.