HUB LE BAS LIMITED TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

"Confidential Information" means information of the Buyer in any (including the Materials and any Free Issue Materials), whether written or a business, financial or technical nature which is marked or otherwise ind as being or is, or ought reasonably to be, known to be confidential and will disclosed by or on behalf of the Buyer to the Supplier.

"Force Majeure Event" means any event outside the reasonable coreither party affecting its ability to perform any of its obligations under Conditions and/or the Contract;

"Intellectual Property" means all intellectual and industrial property rights including patents, know-how, registered trade marks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, urregistered trade marks, rights to prevent passing off for unfair competition, copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions.

1.3 Unless the context otherwise requires: (a) references to the singular include the plural and vice versa and references to any gender include every gender; (b) references to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate (of references to any statute or statutory provision shall include any subordinate objection market unificial and shall be prostructed as orderences to such statutor.

legal personality; (i) references to any statute or statutory provision shall include any subordinate legislation made under it and shall be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to

time; and

(d) the words and phrases "other", including and "in particular" shall not limit the

nemerality of any preceding words or be construed as being limited to the same

2. Basis of Contract
2.1 The Contract will be subject to these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Supplier purports to apply under any quotation, Order acknowledgement or any other document issued by the Supplier,
2.2 The Order is an ofter made by the Buyer to the Supplier and the Contract shall come into effect upon acceptance of the Order by the Supplier. Unless previously withdrawn by the Buyer, the Supplier shall be deemed to have accepted an Order if not rejected by the Supplier by notice in writing to the Buyer within seven (7) days of the date the offer was made by the Buyer.

2.3 No Order shall be capable of acceptance by the Supplier unless accep an authorised representative on behalf of the Buyer.

2.4 The Supplier may not cancel the Contract. The Buyer is entitled to cancel Contract in whole or in part by giving written notice to the Supplier at any tis prior to delivery (in respect of Scoods) or at any time (in respect of Scoods) or at any time (in respect of Seconds), which event the Buyer's sole liability will be to pay to the Supplier fair reasonable compensation for work-progress at the time of cancellation, such compensation shall not include loss of profils (whether direct or indirect any whether actual or anticipated) or any indirect or consequential loss.

3.2 The Supplier shall deliver the Goods, where the address is within the United Kingdom, between the hours notified by the Buyer to the Supplier from time to time or, if no such hours are notified, between the hours of 8.30am and 4.30pm Monday to Thursday inclusive, and 8.30am and 12.30pm Friday (other than public holidays in England).

3.3 Time of delivery of Goods is of the essence. The Buyer shall be obligation to accept delivery of the Goods from the Supplier before the delivery time, but reserves the right to do so.

3.8 The Supplier may not deliver the Goods by separate instalments and/or perform any Services in stages unless agreed in advance in writing by the Buyer. If the Buyer does so agree, the Buyer will have the fight, but not be obliged, to: (a) treat the Contract (for the total Order) as repudated if the Supplier fails to deliver or perform any instalment or stage; and/or (b) reject any or all of the instalments or stages for the total Order if the Buyer is erritled to reject any or me instalment or stage.

4.1 The Buyer shall not be deemed to have accepted:

(a) any Goods until it has had a reasonable time to inspect them following delivery or after any latent defect has become apparent; or (b) any Services until it has had a reasonable time to test them following the Services being provided by the Supplier.

4.2No inspection or testing by the Buyer, whether before or after delivery of the Goods or performance of the Services, nor the signing of any delivery note or other document acknowledging orbivical receit of any Goods or Services, shall

be deemed to constitute or evidence acceptance or approval of the Goods for the (e) require the Supplier at its sole cost to replace, repair the Goods or purposes of the Sale of Goods Act 1979 (as amended) or otherwise, nor be such work as is necessary within fourteen (14) days so that the Good deemed a valever of the Buyer's rights either to cancel or return all or any part to the Contract. Order and Specification: thereof where the Goods and/or Services are found to be defective or not in (f) require the Supplier at its sole cost to re-execute the Services in a with the Contract, Order and Specification within seven (7) days; (g) itser this Contract as delicharged by the Supplier's breach and:

5. Title. Risk and Free Issue Materials
5.1The Goods shall be at the risk of the Supplier until they are delivered in accordance with the Contract when, without prejudice to any right of rejection which the Buyer may have under the Contract or by law, title to and risk in the Goods shall pass to the Buyer. However, if the Buyer pays for the Goods prior to delivery, title to the Goods prior to the Buyer when payment is made.

5.2The Supplier shall be responsible and account for the risks, safety, proper use and, if appropriate, maintenance of any free issue materials entrusted to it in connection with the Contract (Free Issue Materials'). Free Issue Materials hall be, and shall remain, the property of the Buyer, its customers and/or subcontractors (as appropriate).

5 3The Sunnier shall use Free Issue Ma In a Suppiner shall use Free Issue Materians Soely for the purpose of proteos. Goods and/or Services pursuant to the Contract and any surpluses of Fir le Materials shall be returned or disposed of only as directed by the Buye waste of Free Issue Materials arising from bad or faulty workmanship, or as of the same while in the custody of the Supplier, shall be made good at the piler's sole cost and expense.

ual and industrial property rights 6. Provision of Services
6.1The Supplier undertakes, represents and warrants to the Buyer

a the Specification;
the Services will be performed in accordance with all Applicable Law;
the Services will conform strictly as to quality, quality and description
arketing materials or other documentation provided by the Supplier for

Bitting interests of control of the street o

6.2The time of performance of the Services is of the essence

7.3 The Supplier may only invoice the Buyer on or after delivery of the Go completion of the performance of the Services and any invoices submittee shall be deemed received on the date of delivery of the Goods or of completion of the performance of the Services. Invoices shall be in seuch for the Buyer specifies from time to time and shall be sent to the address I beyer set out in the Order. The Supplier shall quote the Buyer's Order neederly on section who were dead to the service of the Services.

7.5 If any sum payable under the Contract is not paid when due, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above the Bank of England base rate from time to time. The parties acknowledge and agree that this interest rate represents a substantial remedy and that interest does not apply to payments that the defaulting party disputes in

7.6 The prioss charged by the Supplier to the Buyer shall not exceed those prices charged by the Supplier to any other customer purchasing the same or smilar goardor services in the same or smilar goardor services in the same or smilar quantities, and the Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier.

7.7 If the price is stated in the Order to be on a "time and materials" basis or similar, the Supplier shall give the Buyer access to all documents and information in the Supplier's possession or under its control to enable the Buyer to satisfy itself that the amount charged by the Supplier is properly and correctly charged in accordance with the Contract and in default the Buyer shall be entitled to withhold payment in whole or in part until such default is rectified to the statisfaction of the Buyer.

7.8 If any sums are due to the Buyer (and/or any company within the Buyer group of companies) from the Supplier, then the Buyer shall be entitled the exercise the right to set-off such sums against any payments due to the Supplier from the Buyer (and/or any company within the Buyer's group of companies). The Supplier shall not be entitled to apply any amount due to the Buyer under the Contract is or towards payment of any sum owing by the Buyer to the Supplier in relation to an matter whatsoews.

7.9 Any money paid by the Buyer to the Supplier in respect of any Goods or Services rejected under these Conditions (together with any additional by the Buyer in Obtaining other goods or services in replacement of any rejected Goods or Services) shall be paid by the Supplier to the Buyer within seven (7) days of the date of the Buyers notice demanding the same or, at the Buyer's sole option, shall be deducted from the money still to be paid by the Buyer to the Supplier in relation to such Goods or Services.

Goods and time jex-keing status, of the text of the treatment is as an artificial to the treatment, assembly, use and/or storage of the Goods; (b) conform to the Specification and with any instructions of the Buyer, and shall otherwise meet the requirements of the Order and the Contract, (c) be of satisfactory quality, free from defects in materials and workmanship and fit for their intended purpose (whether such purpose is implied or expressly stated in the Specification, Orders or Contract); (d) be free from design and other inherent defects (save to the extent that the Goods have been supplied in accordance with designs of the Buyer); (e) comply with all Applicable Law; and (f) conform strictly as to quality, quantity and description with any samples provided by the Supplier for the purpose of supply of goods of that type.

8.3 Where there is any breach of the Supplier's warranties in Condition 6.1 above, or if any obligation, warranty or requirement imposed complients of the Condition of the C

the Supplier; reject the relevant Goods (in whole or in part) and any Goods already livered which cannot be effectively and commercially used by reason of the n-delivery of any undelivered Goods; refuse to accept any subsequent delivery of the Goods; resure from the Supplier any costs reasonably incurred by the Buyer in taking substitute goods or services from another supplier;

(i) delay payment of the price for the Goods and Services until the of this Contract, Order and any Specification are entirely fullilled; (ii) etruse to make payment of the price of the Goods or Services; or (iii) require the repayment of any part of the price of the Goods or Services; or (iii) require the repayment of any part of the price of the Goods or Services; or (iii) require the Goods, supply any replacement Goods or re-secure to repair the Goods, supply any replacement Goods or re-secure to

8. 4lf the Buyer claims that an Order has not been fulfilled or has b

8.8 When on the Buyer's premises (whether for the purpose of delive Goods, performing the Services or otherwise), the Supplier, its emp agents and subcontractors, shall comply at all times with all safety requir-regulations and/or other policies of the Buyer that are displayed at the pi or otherwise notified to the Supplier from time to time.

replacement Goods (led in Condition 8.3(e)

9 . Discovery of Defects

Iscovery of Lefects.

The Supplier shall immediately notify the Buyer in writing providing all ant details if it discovers that there is: (i) any defect in the Goods which have delivered to the Buyer at any time; or (ii) any error or omission in the ciclons for the use and/or assembly of the Goods, which causes or may any risk of death, injury or damage to property.

recall any Goods or any other products into which the Goods have been opporated already sold by the Buyer to its customers; and/or issue any notification whether in writing or otherwise to its customers about manner of use or operation of any Goods or any other products into which Goods have been incorporated already sold by the Buyer to its customers.

10. Buver Protection
10.1 The Supplier acknowledges that the Buyer places particular reliance upon the Contract and in addition to any other remedy available to the Buyer, the Supplier invescubly and unconditionally agrees to indemnify the Buyer its employees, sub-contractors and agents in full and on demand and keep them so indemnified against all claims, demands, actions, proceedings and all direct and indirect damages, losses, costs and expenses made against or incurred or suffered by any of them and whether wholly or in part resulting directly or indirectly from the matters listed below were foreseeable at the date of the

(a) any claims that the Goods or Services infringe the Intellectual Property of any third party by reason of the use, purchase or sale by the Buyer of the Goods or Services; (b) any breach of the Contract by the Supplier, is employees, agents or sub-contractors or any act or omission by any of them; (c) any liability being incurred under the Consumer Protection Act 1987 in respect of the Goods or as a result of any recall of any Goods already sold by the Buyer to its customers under Condition 9.

10.3 Without prejudice to Condition 10.2, the Buyer's total liability arising connection with the Contract, whether arising in contract, tort (including n

(a) for non-payment of invoices for Goods and/or Services purchased amount unpaid; or (b) to the amount of charges paid by the Buyer to the Supplier for Go Services purchased pursuant to these Conditions in the twelve (12) immediately prior to when the cause of action arose.

The Supplier shall at its own cost effect and keep in place with reputable insurer insurance policies as are appropriate and adequate having regard to its obligations abilities under the Contract. The Supplier shall on the written request of the Buyer are to time provide the Buyer with reasonable details of the insurance market 2 in accordance with feel Condition. The Supplier shall do nothing to investigate the policies market in force in accordance.

12. Confidentiality 12.1 The Supplier sh

12.2 The Supplier shall not make existence of or disclose to any perior written consent of the Buyer.

13. Intellectual Property
I shall intellectual Property created or acquired in the course of
result of any work carried out by the Supplier under or in pursuance
contract: (i) based on designs or Specifications made available by the Bu
the Seller; and/or (ii) solely and specifically for the benefit of the Buyer,
from the date of their creation or acquisition by the Supplier and oth
promptly upon request by the Buyer, be assigned to the Buyer.

13.2 The Supplier shall grant or procure the grant of an adequate licence or sub-licence to the Buyer at no extra cost, of any Irrellectual Property within its sufficient to enable the Buyer or make full use of such Goods and/or Services and to repair, update or maintain any work within which such Goods and/or Services are incorporated.

13.3 Any specifications, instructions, plans, drawings, tools, models, patters samples, designs or other materials (including copies), gauges, dies, jigs, mould and any other equipment or articles either supplied by the Buyer to the Supplied in connection with a Contract, and/or paid for by the Buyer under a Contract, and/or paid for by the Buyer under a Contract, and/or paid for by the Buyer under a Contract, and/or paid for by the Buyer under a Contract, and/or paid for by the Buyer under a Contract, and or paid to the same, shall remain the property in the same pr

(a) maintained in good condition by the Supplier at the Supplier's ex (b) insured against all risks by the Supplier for their full replacement (c) used by the Supplier exclusively for the performance of a Contrannace of the Contranna

13.5 The Supplier hereby agrees and undertakes promptly at the required Buyer, but at its own cost, to do all such acts or deeds and execute documents as may be required by the Buyer to give effect to the provise. uments as may be require ntions of this Condition 13.

14. Termination
14.1 Stabject to Condition 2.4, the Buyer may immediately terminate the Contract, return or reject (at the Supplier's risk and expense) any Goods already delivered, and to recover any monies paid by the Buyer in respect of any Goods and/or Services (and any additional expenditure incurred by the Buyer), without payment of compensation or other damages caused to the Supplier, by giving notice in writing to the Supplier if any one or more of the following events

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(a) the Supplier commits a breach of any of its obligations under these Conditions which is incapable of remedy, b) the Supplier falls to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under these Conditions after having been required in writing to remedy or desist from such breach within a period of thinty

required in writing to remody or desist from such breach within a period of thirty (30) days; (c) the Supplier proposes a voluntary arrangement within the meaning of Section 1 or Section 25s of the Insolvency Act 1986, or an interim order is made in relation to the Supplier under Section 252 of the Insolvency Act 1986, or any other steps are latiken or negolitations commerced by the Supplier or any of its order steps are latiken or negolitations commerced by the Supplier or any of its orangement involving the other party and any of its creditors; or (d) any of the following occur:
(i) the Supplier is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency, Act 1986;
(ii) the Supplier calls a meeting for the purpose of passing a resolution to wind it up, or such a resolution is passed;
(iii) the Supplier presents, or has presented, a petition for a winding up order;
(iv) an application to appoint an administrator is filled in respect of the Supplier or a notice of intention to appoint an administrator is filled in respect of the Supplier or a notice of intention to appoint an administrator is filled in respect of the Supplier.

Supplier:
(V) any other steps are taken by the Supplier or any other person to appoint an administrator over the Supplier;
(V) the Supplier has an administrator, administrative receiver, or receiver appointed over all or any part of its business, undertaking, property or assets; or (vii) the Supplier takes any steps in connection with proposing a company voluntary arrangement is passed in relation

14.2 The termination of the Contract shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.

14.3 Upon termination of the Contract for any reason whatsoever:

(a) (subject to Condition 14.2 above) the relationship of the parties shall cease save as and to the extent expressly provided for in this Condition 14.3; (b) any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect; and (c) the Supplier shall immediately return to the Buyer's property (including the Materias) by notice in writing, destroy) all of the Buyer's property (including the Materias) in its possession at the date of termination including all Confidential Internation, together with all copies of such Confidential Information and shall certify that it has done so, and shall make no further use of such Confidential Information.

15. Force Majeure
15.1 Neither party shall be liable to the other for its failure to comply with these Conditions, including in relation to payment, to the extent that such failure is caused by a Force Majeure Event.

16. Assignment, Sub-Contracting and The Contract and Third Party Rights

16.1 The Buyer reserves the right to perform any of its obligations or exercis any of its rights under the Contract through any other member of the same gro. of companies provided that any act or omission of any such other company she be deemed to be the act or omission of the Buyer.

16.2 The Contract is personal to the Supplier. The Supplier shall not at delegate, sub-contract, transfer, charge or otherwise dispose of all or any rights and responsibilities under the Contract without the prior written cons-the Buyer.

16.3 The Buyer may assign, delegate, sub-contract, transfer, charge or dispose of all or any of its rights and responsibilities under the Contra time without the prior written consent of the Supplier.

16.4 Save for any company within the Buyer's group of companies (as described in Condition 16.1 above) and the ability for a New Supplier to enforce Condition 17.1 below, no person who is not a party to these Conditions (including any employee, officer, agent, representative or subcontractor of either party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of these Conditions which expressly or by implication corlets a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this Condition 16.4.

16.5 The parties may, notwithstanding Conditions 16.1 to 16.4, and Section 2(1) of the Contracts (Rights of Third Parties) Act 1999, vary or cancel the Contract by agreement between them without requiring the consent of such third party.

17. TUPE
17.1 The parties acknowledge and agree that it is not the intention of the parties that the contracts of employment of the Supplier, employees, agents or contractors of the Supplier (Supplier Personnel') shall during the term or on the expiry of termination of the Contract or at any time thereafter be transferred 2006 (as amended) (the "Regulations") to the Buyer or to any new supplier engaged directly or indirectly by the Buyer to provide the Services (or similar services) on such termination (a "New Supplier"). If on expiry or termination of the Contract, or at any time thereafter, any contract of employment of any of the year. services) on such termination (a "New Supplier"). If on expiry or terminate the Contract, or at any time thereafter, any contract of employment of any. Supplier Personnel transfers to the Buyer or a New Supplier, it is agreed the discovering such a finding or allegation, the Buyer or the New Supplier wentitled to terminate immediately the employment of the person concerne the Supplier shall indemnify and keep indemnified the Buyer against all and losses, damages, costs, demands, liabilities, interest and expenses (include legal fees) which the Buyer may suffer, sostain, incur, pay or be put to a from any action, compaint, claim to other legal recourse of any kind whats the termination of such employment (a 'Calimi') including for the avoidance of any liability which the Buyer may incur to the New Supplier arising fron Claim. cluding all

18. Gifts and Bribery
18.1 The Supplier undertakes to the Buyer that, during the term of the Contract it will not engage in, consent to or connive in any activity, practice or conduct in any part of the world which would constitute an offence under the Bithery Act 2010, and that it will put in place, maintain and comply with adequate procedures (including those that may be notified to the Supplier by the Buyer from time to time) to prevent any person associated with it (in accordance with section 8 of the Bithery Act) from committing an offence under that Act.

19.2 Nothing in these Conditions shall create, or be deemed to opartnership or joint venture or relationship of employer and employee or and agent between the parties and no employee of the Supplier shall be to be or have become an employee of the Buyer.

19.4 The waiver by either party of any breach of these Conditions shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision. Any waiver of any breach of these Conditions shall be in writing.

19.5 If at any time any part of these Conditions is held to be or becomes void or otherwise unenforceable for any reason under any Applicable Law, the same shall be deemed omitted from these Conditions and the validity and/or enforceablity of the remaining provisions of these Conditions shall not in any way be affected or impaired as a result of that omission.

19.6 Any notice given under this Agreement shall be in writing and delivered by fax or registered post or e-mail to the address of the party specified in the Order, or such other address as is notified to the other party from time to time.

19.7 The Supplier shall not directly or indirectly, for the duration of the Contract and a period of six (6) months thereafter, employ, solicit or entice away, or attempt to employ, solicit or entice away, any personnel of the Buyer.

20, Law and Jurisdiction
20.1 These Conditions, the Contract and any dispute or claim arising out of or in
connection with them shall be governed by, and construed in accordance with
the laws of England and all disputes or claims arising out of or relating to these
Conditions and/or the Contract shall be subject to the exclusive jurisdiction of the
English Courts to which the parties irrevocably submit.