

**1 DEFINITION AND INTERPRETATION**

## 1.1 In the Contract:

"**Business Day**" means a day (other than a Saturday, Sunday or public holiday in England and Wales) when banks in London are open for business.

"**Commencement Date**" has the meaning given to it in clause 2.3.

"**Charges**" means the Charges for the Goods and/or the Services as set out in the Order.

"**Conditions**" means these terms and conditions as updated by Santia from time to time as provided on Santia's website.

"**Contract**" means the contract between Santia and the Supplier for the sale and purchase of the Goods and/or the Services in accordance with these Conditions, the Order, Special Conditions and any Specification.

"**Control**" has the meaning provided to it under section 1124 of the Corporation Tax Act 2010, and the expression Change of Control shall be construed accordingly.

"**Data Protection Legislation**" means the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

"**Deliverables**" means 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 computer programs, data, reports and specifications (including drafts).

"**Delivery Location**" has the meaning given to it in clause 5.2.2.

"**Goods**" means the goods (or any part of them) set out in the Order.

"**Group**" means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

"**Intellectual Property Rights**" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights to use and rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"**Order**" means Santia's order for the Goods and/or supply of the Services, as set out in Santia's purchase order form, or in Santia's written acceptance of the Supplier's quotation, as the case may be.

"**Santia**" means Santia Limited (company no:11091094), Santia Asbestos Management Limited (company number 07511557), Santia Access Solutions Limited (company number 11270573) or Santia Construction Management Limited (company number 05289555) as stated on the Order.

"**Santia Materials**" has the meaning provided to it in clause 4.3.9.

"**Services**" means the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Specification.

"**Special Conditions**" means any special conditions which are agreed between the parties which form part of the Contract.

"**Specification**" means any specification for the Goods and/or the Services, including any related plans and drawings that are agreed by Santia and the Supplier.

"**Supplier**" means the person or firm from whom Santia purchases the Goods and/or the Services.

"**Term**" means the term of the Contract beginning on the Commencement Date and ending on completion of the Services or delivery of the Goods, or on the date stated in the Order.

"**UK Data Protection Legislation**" means any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.

1.2 Wherever in the Contract provision is made for a communication to be "written" or "in writing" this includes email but not facsimile transmission, unless otherwise expressly stated.

1.3 References to any statutes or statutory regulations shall be deemed to include any subsequent revisions or re-enactments thereof.

**2 BASIS OF CONTRACT**

2.1 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.

2.2 The Order constitutes an offer by Santia to purchase the Goods and/or the Services in accordance with these Conditions.

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

2.3.1 the Supplier issuing a written acceptance of the Order; or

2.3.2 the Supplier doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence ("**Commencement Date**").

**3 SUPPLY OF GOODS**

In respect of the Order for the Goods:

3.1 The Supplier shall ensure that the Goods shall:

3.1.1 correspond with their description and any applicable Specification;

3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended), and fit for any purpose held out by the Supplier or made known to the Supplier by Santia expressly or by implication, and in this respect Santia relies on the Supplier's skill and judgement;

3.1.3 where applicable, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and

3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2 The Supplier shall ensure that at all times it has and maintains all the licenses, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

3.3 Santia shall have the right to inspect and test the Goods at any time before delivery.

3.4 If following such inspection or testing Santia considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, Santia 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 Santia shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

3.6 Santia shall be entitled to exercise the benefit of the receipt of any of the Goods, the Services and/or any rights granted to it, and perform any of the obligations undertaken by it, under the Contract, to or through any of its Group companies, provided that:

3.6.1 Santia shall remain ultimately responsible to the Supplier for the performance of such obligations, including payment of the Charges; and

3.6.2 in any action brought by Santia against the Supplier in connection with the Contract, Santia may recover losses, costs, damages and expenses suffered or incurred by any Group company as if they were losses, costs, damages or expenses incurred by Santia.

**4 SUPPLY OF SERVICES**

In respect of an Order for Services:

4.1 The Supplier shall from the Commencement Date and for the duration of the Contract provide the Services to Santia in accordance with the terms of the Contract.

4.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by Santia. Time for performance shall be of the essence.

4.3 In providing the Services, the Supplier shall:

4.3.1 co-operate with Santia in all matters relating to the Services, and comply with all instructions of Santia;

4.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

4.3.3 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 the Contract;

4.3.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by Santia;

4.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;

4.3.6 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 Santia, shall be free from defects in workmanship, installation and design;

4.3.7 obtain and at all times maintain all necessary licenses and consents, and comply with all applicable laws, regulations regulatory policies, guidelines or industry codes;

4.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of Santia's premises;

4.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by Santia to the Supplier ("**Santia Materials**") in safe custody at its own risk, maintain the Santia Materials in good condition until returned to Santia, and not dispose or use the Santia Materials other than in accordance with Santia's written instructions or authorisation;

4.3.10 not do or omit to do anything which may cause Santia to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that Santia may rely on or act on the Services; and

4.3.11 comply with any additional obligations as set out in the Specification.

**5 DELIVERY**

5.1 In respect of the Order for the Goods, the Supplier shall ensure that:

5.1.1 The Goods are properly packed and secured in such manner as to enable them to reach their Delivery Location in good condition;

5.1.2 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 the Goods remaining to be delivered; and

5.1.3 If the Supplier requires Santia to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

5.2 The Supplier shall deliver the Goods:

5.2.1 on the date specified in the Order, or, if no such date is specified, within 28 days of the date of the Order. Time for performance shall be of the essence;

5.2.2 to Santia's premises or such other location as is set out in the Order, or as instructed by Santia prior to delivery ("**Delivery Location**"); and

5.2.3 during Santia's normal business hours, or as instructed by Santia from time to time.

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

5.4 The Supplier shall not deliver the Goods in instalments without Santia's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Santia to the remedies set out in clause 6.

**6 REMEDIES**

6.1 If the Goods are not delivered on the date they are due as referred to in clause 5.2.1, or do not comply with the undertakings set out in clause 3, then, without limiting any of its other rights or remedies, Santia shall have the right to any one or more of the following remedies, whether or not it has accepted the Goods:

6.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;

6.1.2 to reject the Goods (in whole or in part) whether or not title has passed to them, and return them to the Supplier at the Supplier's own risk and expense;

6.1.3 to require the Supplier to repair or replace the rejected Goods, or any Goods that have not been delivered, or to provide a full refund of the price of the rejected or any undelivered Goods (if paid);

6.1.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

6.1.5 to recover from the Supplier any costs incurred by Santia in obtaining substitute goods from a third party; and

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

6.2 If the Supplier fails to perform the Services by the applicable dates, Santia shall, without limiting its other rights or remedies, have one or more of the following rights:

6.2.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;

6.2.2 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;

6.2.3 to recover from the Supplier any costs incurred by Santia in obtaining substitute services from a third party;

6.2.4 where Santia has paid in advance for the Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; or

6.2.5 to claim damages for any additional costs, loss or expenses incurred by Santia which are in any way attributable to the Supplier's failure to meet such dates.

6.3 These Conditions shall apply to any repaired or replacement Goods or any substituted or remedial services provided or supplied by the Supplier (as appropriate).

6.4 Santia's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

**7 CHARGES AND PAYMENT**

7.1 The Charges shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services and/or the supply of the Goods. Unless otherwise agreed in writing by Santia, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services or the supply of the Goods.

7.2 The Charges are, unless otherwise stated in the Order, inclusive of amounts in respect of value added tax ("**VAT**"). No extra Charges shall be effective unless agreed in writing and signed by Santia.

7.3 The Supplier may invoice Santia for the Goods and/or the Services on or at any time after the completion of delivery of the Goods, or performance of the Services. Each invoice shall include such supporting information required by Santia to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

7.4 Santia shall pay correctly rendered and undisputed invoices within thirty (30) days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.

7.5 If Santia fails to pay any amount properly due and payable by it under the Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate of two per cent (2%) per annum above the base rate for the time being of the Bank of England accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This clause 7.5 shall not apply to Charges that Santia disputes in good faith.

7.6 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Santia to inspect such records at reasonable times upon request.

7.7 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against Santia in order to justify withholding payment of any such amount in whole or in part. Santia may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by Santia to the Supplier.

**8 DATA PROTECTION**

8.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 8, Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

8.2 The parties acknowledge that for the purposes of the Data Protection Legislation, Santia is the Data Controller and the Supplier is the Data Processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation) of the personal data that is given to the Supplier by Santia of any Data Subjects (as defined in the Data Protection Legislation) during the provision of the Services. The scope and nature of this

- processing is necessary in the performance of the contract, and will be processed in accordance with these Conditions.
- 8.3 Without prejudice to the generality of clause 8.1, Santaia will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of the Contract.
- 8.4 Without prejudice to the generality of clause 8.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:
- 8.4.1 process that Personal Data only on the written instructions of Santaia unless the Supplier is required by Applicable Laws to otherwise process that Personal Data. Where the Supplier is relying on laws of a member of the European Union or European Union Law as the basis for processing Personal Data, the Supplier shall promptly notify Santaia of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying Santaia;
- 8.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by Santaia, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 8.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 8.4.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of Santaia has been obtained and the following conditions are fulfilled:
- Santaia or the Supplier has provided appropriate safeguards in relation to the transfer;
  - the data subject has enforceable rights and effective legal remedies;
  - the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - The Supplier complies with reasonable instructions notified to it in advance by Santaia with respect to the processing of the Personal Data;
- 8.4.5 assist Santaia, at the Supplier's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 8.4.6 notify Santaia without undue delay on becoming aware of a Personal Data breach;
- 8.4.7 at the written direction of Santaia, delete or return Personal Data and copies thereof to Santaia on termination of the Contract unless required by Applicable Law to store the Personal Data; and
- 8.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 8.
- 8.5 Santaia does not consent to the Supplier appointing any third-party processors of Personal Data under the Contract without Santaia's consent. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 8. As between Santaia and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 8, and shall indemnify and hold harmless Santaia in respect of any losses arising from a breach of this clause 8.
- 8.6 Either party may, at any time on not less than 30 days' notice, revise this clause 8 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).
- 9 INTELLECTUAL PROPERTY RIGHTS**
- 9.1 In respect of the Goods and the Deliverables or any part of them that are transferred to Santaia under the Contract, 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 Santaia, it shall have full and unrestricted rights to transfer all such items to Santaia.
- 9.2 The Supplier shall assign to Santaia, 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 waive and shall obtain waivers of all moral rights in the Services, including for the avoidance of doubt the Deliverables, 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 Santaia's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Santaia may from time to time require for the purpose of securing for Santaia the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to Santaia in accordance with clause 9.2 and 9.3.
- 9.5 Santaia grants to the Supplier a fully paid up, non-exclusive, royalty-free, non-transferable, revocable licence to copy and use any Santaia Materials provided by Santaia to the Supplier for the Term for the sole purpose of providing the Services to Santaia.
- 10 INDEMNITY**
- 10.1 The Supplier shall fully indemnify and hold harmless Santaia against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation), including any interest, penalties, fines, and legal and other professional fees and expenses awarded against, or incurred or paid by Santaia, as a result of or in connection with:
- any claim made against Santaia 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 or the Deliverables, or the receipt, use or supply of the Services (excluding the Santaia Materials), to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
  - any claim made against Santaia by a third party arising out of, or in connection with, the supply of the Goods and/or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and/or
  - any claim made against Santaia by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and this clause 10.1 shall survive termination of the Contract.
- 10.2 Santaia's rights and remedies under the Contract are in addition to its rights and remedies implied by statute and common law.
- 11 TITLE AND RISK**
- 10.1 Title and risk in the Goods and any Deliverables shall pass to Santaia on completion of delivery.
- 12 SANTIA PROPERTY AND INSURANCE**
- 11.1 The Supplier acknowledges that all rights in Santaia Materials are and shall remain the exclusive property of Santaia.
- 11.2 During the Term 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 such heads of liability as may arise under or in connection with the Contract, and shall on Santaia'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.
- 13 CONFIDENTIAL INFORMATION**
- 13.1 A party ("Receiving Party") undertakes that it shall, at all times during the Contract and for a period of five (5) years after termination of the Contract, 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 Receiving Party, or otherwise obtained by, the Receiving Party by the other party ("Disclosing Party"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's data, business, affairs, customers, clients, suppliers, products or its services which the Receiving Party may obtain, except as permitted by clause 13.2.
- 13.2 The Receiving Party shall only disclose such confidential information to (i) those of its employees, officers, representatives, agents, advisers or subcontractors, who need to know such information for the purposes of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors shall keep such information confidential; and (ii) as may be required by law, a competent court of jurisdiction or any governmental or regulatory authority.
- 13.3 The Receiving Party shall not use the Disclosing Party's confidential information for any other reason other than to perform its obligations under the Contract.
- 13.4 This clause 13 shall survive termination of the Contract.
- 14 TERMINATION**
- 14.1 Santaia may terminate the Contract in whole or in part at any time by giving the Supplier not less than 30 days' written notice without liability.
- 14.2 Without limiting its other rights or remedies, Santaia may terminate the Contract with immediate effect by giving written notice to the Supplier:
- the Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing of the breach;
  - there is a Change of Control of the Supplier;
  - 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) 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;
  - 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 other than (where the Supplier is a company) where these events take place 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;
  - (being a company) 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, 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;
  - (being an individual) the Supplier is the subject of a bankruptcy petition or order;
  - 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 14 days;
  - (being a company) 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) a floating charge holder over the Supplier's assets has become entitled to appoint or has appointed an administrative receiver;
  - a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets;
  - the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business;
  - the Supplier's financial position deteriorates to such an extent that in Santaia's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
  - (being an individual) the Supplier dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation;
  - 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 clauses 14.2.2 to 14.2.14 inclusive.
- 14.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.
- 15 CONSEQUENCES OF TERMINATION**
- 15.1 On termination of the Contract for any reason:
- the Supplier shall immediately deliver to Santaia all Deliverables whether or not then complete and return all Santaia Materials. If the Supplier fails to do so, then Santaia 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 safekeeping and shall not use them for any purpose not connected with the Contract;
  - the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
  - clauses which expressly or by implication survive termination or expiry of the Contract shall continue in full force and effect.
- 16 FORCE MAJEURE**
- 15.1 Neither party shall be liable to the other party for any delay or failure in performing its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable, provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract. If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 30 Business Days, Santaia may terminate the Contract immediately by giving written notice to the Supplier.
- 17 GENERAL**
- 17.1 The Contract contains the entire understanding between the parties in connection with the matters herein contained and supersedes any previous agreements or undertakings (whether written, oral or implied) relating to the subject matter of the Contract. The parties acknowledge that in entering into the Contract neither has relied on any oral or written representation or undertaking by the other except as expressly incorporated into the Contract.
- 17.2 A waiver by either party of any right or remedy under the Contract or by law, or of any failure to perform or breach thereof by either party, shall only be effective if given in writing and shall not constitute or be deemed to be a waiver of any other or future right or remedy hereunder, or of any other failure to perform or breach hereof by either party, whether of a similar or dissimilar nature. No single or partial exercise of any right or remedy provided under the Contract or by law, shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.3 No variation of the Contract, including the introduction of any additional terms and conditions, shall be valid unless it is in writing and signed by or on behalf of a duly authorised representative of each of the parties.
- 17.4 Nothing in the Contract is intended to, or shall operate to, create any partnership or joint venture between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name of or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 17.5 The Supplier shall not assign mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract in whole or in part without the prior written approval of Santaia (such approval not to be unreasonably withheld or delayed). Santaia may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 17.6 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights and Third Parties) Act 1999 to enforce any term of the Contract.
- 17.7 Each party shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (as amended from time to time). The Supplier warrants and represents to Santaia that it has not and shall not, in connection with the Services and/or supply of the Goods contemplated by the Contract or in connection with any other business transactions involving Santaia, make, promise or offer to make any payment or transfer of anything of value, directly or indirectly: (i) to any government official (as defined below) or to an intermediary for payment to any government official, or (ii) to any political party for the purpose of influencing any act or decision of such

official or securing an improper advantage to assist Sanita in obtaining or retaining business. It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business. "Government official" is defined as any employee or officer of a government of a country, including any regional or local department, company or business owned or controlled by such government, any official of a political party, any official or employee of a public international organisation, any person acting in an official capacity for, or on behalf of, such entities, and any candidate for political office.

- 17.8 The Supplier shall comply with Santia's Supplier Code of Conduct (as found on Santia's website and as amended from time to time).
- 17.9 In performing their respective obligations under the Contract, the parties shall procure (and shall procure that each member of their Group) complies with the terms of the Modern Slavery Act 2015.
- 17.10 The Supplier shall comply with all applicable laws, statutes, regulations relating to tax evasion, and shall have adequate policies, checks and procedures in place to ensure its compliance with the Criminal Finances Act 2017, and that it, and its employees and/or representatives do not engage in any activity, practice or conduct which would constitute an offence under Part 3 of the Criminal Finances Act 2017 in respect of tax evasion in the UK or abroad. The Supplier shall promptly report to Santia any indication or suspicion that the Supplier may have been involved in facilitating tax evasion. Upon request, the Supplier

shall certify to Santia compliance with this clause 17.10 by the Supplier and all persons associated with it and provide such supporting evidence of compliance as Santia may reasonably request.

- 17.11 In the event of breach of the Supplier's obligations under clauses 17.7-17.10, Santia may without prejudice to any other rights it may have terminate the Contract forthwith in accordance with clause 14.2.1.
- 17.12 Any notice under the Contract must be given in writing to the registered address of the relevant party. Any such notices shall be effective if delivered by hand, at the time of delivery, if sent by fax, on the first working day after sending and if sent by post, 2 Business Days after the date of posting.
- 17.13 Each provision of the Contract is severable and distinct from the others and if any provision is or at any time becomes to any extent or in any circumstances invalid, illegal or unenforceable for any reason, it shall to that extent or in those circumstances be deemed not to form part of the Contract, but the validity, legality and enforceability of all other provisions of the Contract shall not otherwise be affected or impaired, it being the parties intention that every provision of the Contract shall be and remain valid and enforceable to the fullest extent permitted by law.
- 17.14 The Contract, including any non-contractual disputes or claims, shall be governed by and construed with in accordance with the Laws of England and Wales, and the parties hereby submit to the exclusive jurisdiction of the English and Welsh courts.