

STANDARD TERMS AND CONDITIONS OF PURCHASE OF GOODS

- Specification** 1.1 The Supplier shall indemnify, and keep indemnified, TTUK fully on demand against any and all actions, claims, losses (including without limitation, economic loss, loss of profit, revenue or goodwill) damages, costs (including legal costs) and expenses incurred by, or awarded against, TTUK in connection with, or paid or agreed to be paid by TTUK in settlement of, any claim for alleged infringement of any rights of any third party.
- Price** 2.1 Unless otherwise agreed in writing by the Supplier and TTUK, the Purchase Price specified on the Purchase Order is a fixed price which includes packing, labelling, carriage, insurance, delivery, royalties and licence fees (if applicable) and all other charges, taxes, duties and imposition (other than UK VAT which TTUK shall pay if applicable).
- 2.2 Save as expressly provided to the contrary without prejudice to any early payment discount or other benefit agreed between the Supplier and TTUK, TTUK will pay for the Products within one month of receipt of invoice unless otherwise agreed in writing. Time of payment by TTUK is not of the essence of any contract.
- Delivery, Risk and Passing of ownership** 3.1 Delivery of and passing of risk in the Products to TTUK shall occur when the Products are delivered by the Supplier or its carrier to the address stated on the front of the Purchase Order, unless otherwise agreed in writing. Time shall be of the essence in relation to the delivery date.
- 3.2 Unless otherwise agreed in writing, the Supplier shall insure the Products in the joint names of the Supplier and TTUK from the date of despatch until the date of delivery to TTUK against all risks, including fire and theft.
- 3.3 Notwithstanding the later transfer of possession and risk to TTUK, ownership and legal title to the Products will pass to TTUK on allocation of Products to a Purchase Order or delivery, whichever is earlier.
- Warranties and Liability** 4.1 The Supplier warrants that: (i) it has the right to and shall sell the Products free of any charge, lien or other encumbrances; (ii) the Products will at the time of delivery be in accordance with the Specification set out on the front of this document; (iii) the Products will be fit for any purpose for which TTUK has expressly or by implication made known that it requires them; (iv) the Products are of satisfactory quality and in compliance with all relevant legal and regulatory requirements.
- 4.2 If the Products in TTUK's reasonable opinion do not satisfy the requirements in clause 4.1, TTUK may, at its option, require the Supplier, at the Supplier's expense, to replace or repair such Products with Products which do satisfy such requirements.
- 4.3 The Supplier shall indemnify and hold harmless TTUK against all losses, damages, costs and expenses suffered or incurred or to be incurred by TTUK resulting from any breach by the Supplier of its obligations under this Agreement.
- 4.4 The Supplier acknowledges that it does not rely on and shall have no remedy in respect of any statement, representation warranty or understanding (whether negligently or innocently made) of any person which is not expressly set out or referred to in this Agreement save that nothing shall operate to limit or exclude TTUK's liability for fraud.
- Assignment** 5. The Supplier shall not, without the prior written consent of TTUK, assign, mortgage, charge or otherwise dispose of its rights or obligations under this Agreement.
- Term and Termination** 6.1 Either party may immediately terminate this Agreement by giving written notice of termination to the other if any steps are taken for the other party's winding up (whether compulsory or voluntary) or compounding with its creditors generally, corporate reorganisation or if a receiver or administrator is appointed with respect to any of the assets of that other party.
- 6.2 TTUK may terminate this Agreement immediately by giving notice in writing to the Supplier if the Supplier breaches any terms of this Agreement and where such breach is remediable fails to remedy such breach within 7 days of receipt of written notice requiring the same.
- Force Majeure** 7. Neither party shall be liable to the other to the extent that performance of its obligations (except for the payment of monies due hereunder) is hindered, delayed or prevented by any circumstances beyond the reasonable control of that party ("Force Majeure") provided that each party gives the other party written notice promptly of the occurrence of such Force Majeure and uses its good faith efforts to cure the breach. If the Force Majeure in question prevails for a continuous period in excess of six months the party whose performance of the Agreement is not hindered, delayed or prevented by the Force Majeure in question shall be entitled immediately to terminate this Agreement by written notice to the other.
- Confidentiality** 8. Neither party will disclose any information about this contract or the other party's business (save as is required by law) without the prior written consent of that party.

- No Bribery
- 9.1 Each Party confirms that it understands the importance of anti-bribery laws and will comply and procure that its employees comply with all relevant anti-bribery laws including the Bribery Act 2010.
- 9.2 For the purposes of this Agreement, “bribery” includes, but is not limited to, the promising or granting of or the requesting or receiving of benefits in money or money’s worth to a person with the aim of influencing that person in order to obtain business improperly or gain an improper advantage.
- 9.3 Each Party agrees to keep proper accounting records (approvals, invoices etc.) of payments and financial transactions.
- 9.4 Each Party confirms that, in relation to this Agreement, any act of bribery (as defined above) or any breach of national, EU, or other relevant anti-bribery laws, as well as any serious breach of the above obligation to keep proper accounting records, will be considered as a serious breach of this Agreement, entitling the other Party to terminate the Agreement and/or claim compensation and/or such other remedy as is available to it.
- Data Protection
10. Each Party confirms that it understands the importance of anti-bribery laws and will comply and procure that its employees comply with all relevant anti-bribery laws including the Bribery Act 2010.
- Anti-Slavery
11. The Supplier will not engage in any Modern Slavery Practice. The Supplier will, and will procure that its officers, employees, agents, sub-contractors, supply chains and any other persons who perform services for or on behalf of it in connection with this Agreement will:
- (a) comply with all applicable Anti-Slavery Laws including the Modern Slavery Act 2015
 - (b) not do or omit to do any act or thing which constitutes or may constitute an offence under any Anti-Slavery Law
 - (c) not knowingly employ or engage in human trafficking, exploitation, slavery, child labour, or forced or compulsory labour, or any other practice which may constitute an offence under any Anti-Slavery Law
 - (d) not knowingly appoint or contract with any person who has been convicted in any jurisdiction in relation to an offence under any Anti-Slavery Law
 - (e) not commit any act or omission which causes or could cause TTUK to breach, or commit an offence under, any Anti-Slavery Law
- Anti-Money Laundering
12. The Supplier must comply with the anti-money laundering regulations as set out in the Proceeds of Crime Act 2002 (POCA) (as amended by the Serious Organised Crime and Police Act 2005 (SOCPA)), the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (MLR 2017) and the Terrorism Act 2000 (TA 2000) (as amended by the Anti-Terrorism, Crime and Security Act 2001 (ATCSA 2001) and the Terrorism Act 2006 (TA 2006)).
- General
- 13.1 No failure of either party to exercise, and no delay or forbearance in exercising, any right or remedy in respect of any provision of this Agreement shall operate as a waiver of such right or remedy.
- 13.2 If any provision or part of a provision of this Agreement is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provision of this Agreement, all of which shall remain in full force and effect.
- 13.3 Any notice or process required to be given under this Agreement shall be in writing and in the English language and shall be served upon a party by delivering it by courier to that party’s address given or as may be notified by the parties, from time to time.
- Governing Law and Jurisdiction
14. This Agreement shall be governed by and construed in accordance with English law and disputes arising out of or in connection with its performance, validity or termination will be resolved in London by an arbitrator appointed by the London court of International Arbitration whose rules will apply to the arbitration. The language of the arbitration will be English.