

# MASTERCODI INDUSTRIAL LTDA.- CONDITIONS OF PURCHASE

## 1. DEFINITIONS

In these terms and conditions the following words shall have the following meanings:

**"Affiliates"** means as the context shall require the principal or associated or subsidiary companies from time to time of the Company or the Supplier;

**"Company"** means Mastercodi Industrial Ltda. (Company No. 13.900.417/0002-33) of Rodovia Presidente Dutra, KM 298,8 – Polo Industrial, ZIPCODE 27.537-000, Resende, State of Rio de Janeiro, Brazil **"Conditions"** means these terms and conditions and any special terms and conditions agreed in writing between the Company and the Supplier;

**"Contract"** means any contract between the Company and the Supplier for the purchase of Goods and/or Services, incorporating these Conditions, the Order and any applicable Specification;

**"Goods"** means the goods, products, articles or things (including any part or parts of them) which the Supplier is to provide pursuant to the Order in accordance with these Conditions;

**"Order"** means a purchase order in respect of the Goods or the Services issued by the Company to the Supplier on the Company's official purchase order form, together with all documents referred to in it;

**"Services"** means the services which the Supplier is to provide to the Company pursuant to the Order in accordance with these Conditions;

**"Specification"** means the Company's specifications or stipulations for the Goods and/or Services notified in writing to the Supplier;

**"Supplier"** means the corporate entity, firm or person to whom an Order is addressed.

## 2. MAKING THE 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 contained in or purports to apply under any quotation, Order acknowledgement or any other document issued by the Supplier). Any terms and conditions provided by the Supplier shall have no effect whatsoever unless they are expressly accepted in writing by the Company.

2.2. The Order is an offer made by the Company to the Supplier and the Contract shall come into effect upon acceptance of the Order by the Supplier. Unless previously withdrawn by the Company, Orders shall be deemed accepted, if not rejected by the Supplier by notice in writing within seven (7) days of their date.

2.3. No Order is capable of acceptance by the Supplier unless it is in writing and is signed by an authorised representative on behalf of the Company.

## 3. VARIATIONS

No variation of these Conditions is permitted unless expressly accepted by an authorised representative of the Company.

## 4. WARRANTIES

4.1. Subject to these Conditions, the Goods and the Services to be provided by the Supplier shall:

4.1.1. conform as to quantity, quality and description with the Order and any Specification or standards stated or referred to in the Order;

4.1.2. be of satisfactory quality, be free of all defects in materials and workmanship, be of or utilise first-class materials and workmanship throughout and be executed with reasonable care and skill by properly qualified and experienced persons;

4.1.3. be equal in all respects to any samples, patterns, demonstration or specification provided or given by either party;

4.1.4. be capable of any standard of performance specified in the Order or Specification;

4.1.5. if the purpose for which they are required is indicated in the Order, either expressly or by implication, be fit for that purpose;

4.1.6. comply with any law, regulation or instrument that has the force of law, and all applicable UK, European and International standards that may be in force relating to the Goods or Services (including their packaging, delivery, carriage, storage, installation and use);

4.1.7. be free from design and other inherent defects (save to the extent Goods have been supplied in accordance with designs of the Company); and

4.1.8. comply with the Contract.

4.2. Where there is any breach of the Supplier's warranty in Condition 4.1 or if any obligation, warranty or requirement imposed by, given or stated in the Contract in respect of the Goods or Services is not complied with, or the Goods or Services or any instalment of the Goods or Services are not delivered at the specified time or the Goods are damaged on or before delivery in accordance with Condition 8 the Company shall be entitled at its sole discretion without liability to the Supplier (arising out of such action) and without prejudice to any other right or remedy the Company may have to take one or more of the following actions to:

4.2.1. cancel the Contract (in whole or in part) and treat the Contract (or relevant part) as having never been entered into by the Supplier; and/or

4.2.2. reject the relevant Goods (in whole or in part) and any Goods already delivered which cannot be effectively and commercially used by reason of the non-delivery of any undelivered Goods; and/or

4.2.3. refuse to accept any subsequent delivery of the Goods; and/or

4.2.4. recover from the Supplier any costs reasonably incurred by the Company in obtaining substitute goods or services from another supplier; and/or

4.2.5. require the Supplier at its sole cost to re-execute the Services and/or redeliver the Goods in accordance with the Contract, Order and Specification within 7 days; and/or

4.2.6. treat this Contract as discharged by the Supplier's breach and:

(i) delay payment of the price for the Goods and Services until the requirements of this Contract, Order and any Specification are entirely fulfilled; or

(ii) refuse 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 which the Company has paid whether or not the Company has previously required the Supplier to repair the Goods, supply any replacement Goods or re-execute the Services; and/or

4.2.7. claim such damages as may have been incurred by the Company as a result of the Supplier's breach of the Contract.

4.3. If the Company claims that a Contract has not been fulfilled or has been incorrectly fulfilled the Supplier shall be deemed to accept the validity of the claim unless it serves written notice on the Company disputing the said claim, stating the reasons for its disputes within seven (7) days of the date of said claim.

4.4. If the Company exercises any right under these Conditions the Company may at its absolute discretion require the Supplier to collect the relevant Goods immediately or return the Goods to the Supplier at the Supplier's cost.

4.5. The Company's rights stated in these Conditions are in addition to any statutory remedies available to the Company.

## 5. PRICE AND PAYMENT

5.1. The price payable by the Company for the Goods and/or Services, unless stipulated in the Order, shall be the same as was last quoted or charged by the Supplier to the Company unless the price has since decreased in which case the price payable shall be the lower price. The price stipulated in the Order shall remain fixed and no addition or increase in the price shall be payable unless expressly agreed in writing by the Company and signed by a duty authorised representative of the Company. The price shall be in the currency stipulated in the Order and if none is stipulated, the price shall be Brazilian Real.

5.2. The price shall be inclusive of all packaging, packing, labelling, insurance, delivery costs, export and import duties (unless specifically agreed otherwise) and all other costs incurred by the Supplier in relation to the Goods and Services and their delivery unless otherwise specified in the Order.

5.3. All sums payable under the Contract are exclusive of VAT which shall be added if appropriate at the rate prevailing at the relevant tax point but inclusive of any other applicable tax or duty payable upon such sums.

5.4. Failure by the Supplier to attend to any of the following details may mean delay in payment (but with no prompt payment discount to be forfeited by the Company):

5.4.1. failure by the Supplier to send, on the day of despatch for each consignment of Goods or on the performance of the services, a separate advice note and invoice for each such delivery or performance and any applicable test certificates; or

5.4.2. failure by the Supplier to mark clearly the order number or statements of weights and numbers of pieces on the advice note, consignment package, packing notes, invoices, monthly statements and all other correspondence relating to them.

5.5. Payment will be made 60 days from the month of invoice providing the invoice is correct in all respects. All payments will be made without prejudice to the Company's rights should the Goods or Services prove unsatisfactory or not in accordance with the Contract. If the Company fails to pay within ten (10) days after payment is due in accordance with this Condition and the Supplier has issued a written reminder to the Company then the Supplier shall be entitled to charge interest until actual payment at no more than two per cent (2%) per annum above the base lending rate of Lloyds Bank plc prevailing from time to time until payment is made in full.

5.6. The Supplier shall have no right of set-off, statutory or otherwise. The Company may set off any claim of any kind whatsoever which the Supplier (or its Affiliates) may have against the Company (or its Affiliates) under the Contract or any other contract or otherwise howsoever against any sum which would otherwise be due from the Company (or its Affiliates) to the Supplier (or its Affiliates) under the Contract or any other contract or otherwise howsoever.

5.7. The Supplier may only invoice the Company on or after delivery of the Goods or completion of the performance of the Services and invoices submitted early shall be deemed received on the

date of delivery of the Goods or date of completion of the performance of the Services. Invoices shall be in such form as the Company specifies from time to time and shall be addressed to the Accounts Department at the address for the Company set out in these Conditions.

5.8. The prices charged by the Supplier to the Company shall not exceed those prices charged by the Supplier to any other customer purchasing the same or similar goods and/or services in the same or smaller quantities and the Company shall be entitled, for example and without limitation, to any discount for prompt payment, bulk purchase or volume customarily granted by the Supplier.

## 6. PROVISION OF SERVICES

6.1. If the Contract is for or includes Services to be performed by the Supplier then, the Supplier undertakes, represents and warrants to the Company that the Supplier shall:

6.1.1. co-operate with the Company in all matters relating to the Services, and comply with all reasonable instructions of the Company;

6.1.2. use personnel who are suitably skilled and experienced to perform the tasks assigned to them, with adequate supervision and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

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

6.1.4. use the best quality goods, materials, standards and techniques, and ensure that all goods and materials supplied and used in the Services or transferred to the Company, will be free from defects in workmanship, installation and design;

6.1.5. obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws;

6.1.6. observe all health and safety rules and regulations and any other security requirements that apply at any of the Company's premises, carry out comprehensive risk assessments, implement and respect appropriate risk mitigation measures; and

6.1.7. comply with any reasonable instructions and guidelines issued by the Company from time to time.

## 7. PERFORMANCE DELAY

7.1. Unless otherwise agreed in writing, any time or period given for delivery, despatch, performance or completion shall be of the essence. The Supplier shall notify the Company immediately it is aware of any possible delay in delivery, despatch, completion or performance.

7.2. The Company reserves the right to reject Goods or Services not delivered or performed on time and/or cancel the whole or any part of the Order of which such Goods or Services, form part and/or to return any Goods already delivered which by virtue of such rejection or cancellation are no longer of use. Such rights of rejection, cancellation or return shall be available to the Company irrespective of the cause of delay, without prejudice to the Company's right to damages and any other remedies against the Supplier for breach of contract and without any liability of whatever nature on the Company. The return of rejected Goods shall be at the Supplier's cost and risk.

7.3. No concession with respect to delays in delivery, despatch, completion or performance shall be construed as a waiver of any of the Company's rights and unless such waiver is specifically agreed in writing and signed by a duly authorised representative of the Company.

7.4. The Company shall be entitled at its option either to cancel or postpone the Order or any unexecuted part thereof if necessary for any reason beyond the reasonable control of the Company.

## 8. DELIVERY, PACKING, ETC

8.1. Delivery of the Goods shall take place strictly in accordance with the Company's delivery instructions for the Goods as described in the Order, and if none, Delivered Duty Paid (DDP) (Premises nominated by the Company) (Incoterms 2010). The Company will not accept delivery or performance of or be in any way liable to pay for any Goods or Services described in an Order unless the Company has given the Supplier written release or performance instructions which are directly attributable to that Order.

8.2. No responsibility is accepted for Goods delivered or Services performed in excess of the Order.

8.3. All Goods must be adequately protected against damage and deterioration in transit and delivered carriage paid in accordance with the Company's instructions (if given) and the packages of Goods must bear the description and the quantity of the contents and the Company's order number.

8.4. The Company accepts no liability for packing materials or cases unless previously agreed and the Company shall not be obliged to return to the Supplier any packaging materials or pallets for the Goods.

8.5. The Company will not be responsible for any failure to give notice to carriers of loss, damage, delay, detention or transit or non-delivery.

8.6. The Supplier agrees on request to supply the Company with any necessary declarations and documents stating the origin of the Goods.

8.7. Time of delivery is of the essence of the Contract. The Company shall be under no obligation to accept delivery of the Goods before the specified delivery time, but reserves the right to do so.

8.8. The Company shall have the right to change its delivery instructions at any time on giving 14 days notice.

8.9. The Company shall not be obliged to accept quantities of the Goods which vary from those specified in the Specification or the Order.

8.10. The Supplier shall promptly keep the Company informed of any matter of which it is or reasonably should, as supplier of the Goods, be aware relating to the storage, transportation, handling, assembly or use of the Goods by the Company (including legislation or advice from responsible or professional or legal bodies in respect of materials used in the manufacture of the Goods) and the actions it has taken or proposes to take and those that the Company should take in relation to such matters.

## 9. COMPANY'S PROPERTY SAMPLES ETC

9.1. All samples, patterns, dies, moulds, drawings, materials or other items furnished or paid for by the Company shall be or become the Company's property and shall be delivered to the Company on request carriage paid together with all copies thereof in good order and condition, with it being the responsibility of the Supplier to make good any loss or damage to such items howsoever arising. The Supplier shall not use or copy any such item otherwise than for the purpose of fulfilling orders from the Company.

9.2. The Supplier (or any permitted subcontractor or assignee or supplier) shall treat this Order and the subject matter thereof as confidential and shall not disclose the same or any part thereof without the prior written consent of the Company.

9.3. The Supplier agrees neither to quote nor to supply parts made with the Company's samples, patterns, dies, moulds or drawings to any third party without the prior written consent of the Company.

## 10. PASSING OF TITLE AND RISK

10.1. Title passes on delivery at the place specified in the order or as otherwise agreed unless prior to delivery full payment has been made in which event title passes on payment but in any event title passes without prejudice to the rights of the Company under Condition 11.

10.2. If the Supplier postpones delivery at the Company's request the title in the Goods shall pass to the Company on the date when but for postponement the Goods would have been delivered.

10.3. Goods shall be at the risk of the Supplier until actually delivered, even where the delivery has been delayed or postponed by the Company at the Company's request.

## 11. RIGHT OF REJECTION

11.1. The Company shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery or after any defect has become apparent. For the avoidance of doubt, no inspection or testing by the Company whether before or after delivery of the Goods nor the signing of any delivery note or other document acknowledging physical receipt of any Goods shall be deemed to constitute or evidence acceptance or approval of the Goods nor be deemed a waiver of the Company's rights either to cancel or return all or any part thereof where the Goods are found to be defective or not in accordance with the Contract, Order and Specification.

11.2. The Company may return the Goods to the Supplier at the Supplier's risk and expense or may notify the Supplier that the goods are rejected whereupon the goods shall be at the Supplier's risk and disposal.

11.3. Part deliveries may be rejected (in whole or in part) by the Company.

## 12. INDEMNITY

12.1. Without prejudice to the Company's other rights, the Supplier agrees on demand to indemnify the Company and its Affiliates in full and keep them so indemnified in respect of all actions, claims (including, but not limited to, any claim in respect of loss or damage to any moveable or immovable property of any nature or type whatsoever belonging to the Company or any third party and against any claim in respect of the death or of personal injury to any person), demands, damages, losses, costs, expenses (including without limitation legal costs) of whatever nature suffered by the Company and its Affiliates whether direct or indirect, and including economic loss, loss of profit and loss of revenue to the extent that the same are caused by or related to:

12.1.1. any claims that the Goods or Services infringe any patent, registered design, copyright, trademark or other industrial or intellectual property rights of any third party by reason of the use, purchase, supply or sale by the Company of the Goods including any royalties being payable to any third party (save to the extent that the Goods or Services have been supplied in accordance with the Specification or designs of the Company); or

- 12.1.2. any breach by the Supplier of its contractual obligations arising under the Contract, any representation, statement or tortious act or omission, including negligence and breach of statutory duty, arising under or in connection with the Contract; or
- 12.1.3. the employment or termination of employment any employee(s) of the Company or its Affiliates or persons providing services similar to the Services whose employment may transfer to the Supplier or one of its Affiliates in connection with the commencement or termination of the Contract or who claim that their employment or such claims so transfer; or
- 12.1.4. the termination of employment of any employee(s) of the Supplier or its Affiliates or their subcontractors arising from the termination of the Contract (or a person who would have been an employee of the Supplier, Affiliates or their subcontractors but for such termination).
- 13. INSPECTION**
- 13.1. The Supplier shall permit the Company at any reasonable time to inspect the Goods ordered at the Supplier's premises or elsewhere during manufacture and the result of the Services provided or materials used for the Services. For this purpose, the Supplier will give to the Company, or otherwise arrange for, reasonable facilities of access to the Supplier's premises or any other premises.
- 13.2. Such inspection does not relieve the Supplier of any liability nor does it imply acceptance of the Goods.
- 14. CONFIDENTIALITY**
- 14.1. The Supplier shall keep and procure to be kept secret and confidential all information disclosed or obtained as a result of the relationship of the parties under the Contract and shall not use nor disclose the same save for the purposes of the proper performance of the Contract or with the prior written consent of the Company.
- 14.2. The obligations of confidentiality in this Condition 14 shall not extend to any information which the Supplier can show is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under these Conditions; was in its written records prior to entering into the Contract and not subject to any confidentiality obligations; was independently disclosed to it by a third party entitled to disclose the same or is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.
- 14.3. The Supplier shall not make any announcement or otherwise publicise the existence of or disclose to any person the provisions of the Contract without the prior written consent of the Company.
- 15. HEALTH, SAFETY AND ENVIRONMENT**
- 15.1. The Supplier shall comply with the highest levels of all health, safety and environmental principles and any applicable legislation and as amended from time to time and any orders and regulations made under these and the requirements of the factory inspectorate and any other authorised inspector under such legislation including without limitation when the Supplier is at the Company's, its Affiliates' and its customers' premises.
- 15.2. The Supplier warrants that the Goods or materials to be supplied in accordance with the Order will be safe and without risk to health or environment when properly used and the Supplier will provide all necessary information in connection with the design, testing and use of them (whether or not such information has been requested by the Company).
- 15.3. The Supplier shall ensure that if the terms of the Contract are subject to the requirements of CE Marking legislation they should be "CE" marked indicating compliance with the relevant legislation relating to the goods or services and the Seller shall ensure the relevant items are "CE" marked and forward the appropriate "Declaration of Conformity" or "Declaration of Incorporation" provided by a recognized third party company with the delivery.
- 15.4. The Supplier shall comply with, and shall ensure that its employees, agents and subcontractors comply with, all applicable policies, site regulations, instructions and safety rules of the Company and with any applicable laws, legislative provisions, by-laws and the like.
- 16. INTELLECTUAL PROPERTY**
- 16.1. Where the Contract includes manufacture to the Company's designs or Specification the Supplier agrees to inform the Company of any invention or improvement in the design or method of manufacture arising out of or in connection with the Contract.
- 16.2. Any such invention or improvement, any patent or registered design rights in respect thereof and copyright in any drawings, documents or specifications relating thereto shall be the property of the Company. The Supplier will give the Company at the Company's expense all necessary assistance to enable the Company to obtain patent registered design and similar rights throughout the world.
- 17. TERMINATION**
- 17.1. The Company may immediately terminate the Contract without payment of compensation or other damages caused to the Supplier solely by such termination by giving written notice to the Supplier if any one or more of the following events occurs:
- 17.1.1. the Supplier commits a material breach of any of its obligations under these Conditions which is incapable of remedy;
- 17.1.2. the Supplier fails 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 thirty (30) days;
- 17.1.3. any of the following occur:
- the Supplier is deemed to be unable to pay its debts; or
  - the Supplier calls a meeting for the purpose of passing a resolution to wind it up, or such a resolution is passed; or
  - the Supplier presents, or has presented, a petition for a winding up order; or
  - an application to appoint an administrator is made in respect of the Supplier or a notice of intention to appoint an administrator is filed in respect of the Supplier; or
  - any other steps are taken by the Supplier or any other person to appoint an administrator over the Supplier; or
  - the Supplier has an administrator, administrative receiver, or receiver appointed over all or any part of its business, undertaking, property or assets; or
  - the Supplier takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it; or
  - the Supplier or any partner in the Supplier appears on reasonable grounds to be unable to pay its debts or presents its own or has presented against it a bankruptcy petition or a bankruptcy order is made against it;
  - the Supplier or any partner in the Supplier proposes a voluntary arrangement, or an interim order is made in relation to the Supplier or any other steps are taken or negotiations commenced by the Supplier or any of its creditors with a view to proposing any kind of composition, compromise or arrangement involving the Supplier and any of its creditors;
  - the Supplier has any proceedings taken, with respect to it in any jurisdiction to which it is subject or any event happens in such jurisdiction that has an effect equivalent or similar to any events in Condition 17.1.3; and/or
- 17.2. Notwithstanding the Company's termination rights provided at Condition 17.1.3, the Company may give the Supplier, administrator, administrative receiver, receiver, liquidator (as the case may be) the option of complying with the Contract subject to his providing a guarantee up to the amount to be agreed for the due and faithful execution of the Contract.
- 17.3. 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.
- 17.4. Upon termination of the Contract for any reason whatsoever:
- 17.4.1. (subject to Condition 17.3) the relationship of the parties shall cease save as (and to the extent) expressly provided for in this Condition 17.4;
- 17.4.2. 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;
- 17.4.3. the Supplier shall immediately return to the Company (or if the Company so requests by notice in writing, destroy) all of the Company's property in its possession (including but not limited to materials, tools and articles sent to the Supplier for any purpose) at the date of termination including all confidential information, 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; and
- 17.4.4. all Contracts and Orders outstanding are terminated unless the Company expressly states in writing otherwise.
- 18. ASSIGNMENT AND SUBCONTRACTING**
- 18.1. The Supplier shall not without the prior written consent of the Company assign or transfer or purport to assign or transfer the Contract or any part of it to any other person.
- 18.2. The Supplier shall not without the prior written consent of the Company subcontract the Contract or any part of it other than for materials, minor details of or any part of the Goods of which the makers are named in the Order or the Specification. Any such consent shall not relieve the Supplier of any of its obligations under the Contract.
- 18.3. The benefit of the Contract is freely assignable by the Company and, in the event of any such assignment, all references in the Contract to the Company are deemed to include its assigns. The Company may at any time subcontract, transfer, mortgage, charge or deal with in any manner any or all of its rights and obligations under the Contract to any third party.
- 19. LAW**
- The Contract and any issues, disputes or claim arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of Brazil.
- 20. JURISDICTION**
- All disputes or claims arising out of or relating to the Contract between Brazilian contractors shall be subject to the jurisdiction of the Brazilian Courts to which the parties irrevocably submit. Notwithstanding the foregoing, any dispute or claim arising out of or in connection with the Contract between one or more international contractors shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such rules. Such arbitration shall take place in the Portuguese language in City of Resende, Brazil. If a court action has been initiated by the Supplier at the time the Company chooses to submit the matter to arbitration, then it is agreed that such court action is to be discontinued, unless the arbitrator finds that the Company has waived such right by substantially participating in the court action without having raised its right under this Condition.
- 21. HEADINGS**
- The headings of these Conditions are for convenience only and shall have no effect upon the interpretation thereof.
- 22. LICENCES**
- If the performance of the Contract requires the Company to have any permit or licence from any government or other authority at home or overseas, the Contract shall be conditional upon such permit or licence being available at the required time.
- 23. INSURANCE**
- 23.1. The Supplier will, at all times and at its own cost, insure and keep itself insured with a reputable insurance company such insurance policies as are appropriate and adequate having regard to its obligations and liabilities under the Contract.
- 23.2. The Supplier shall, on the written request of the Company from time to time, provide the Company with reasonable details of all insurance policies maintained in force in accordance with this Condition and, on the renewal of each policy, the Supplier shall send a copy of the premium receipt to the Company when requested to do so in writing by the Company.
- 23.3. The Supplier will provide all facilities, assistance and advice required by the Company or the Company's insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance of the Contract.
- 24. NOTICES**
- Any notice or other document to be served under this agreement must be in writing and may be delivered or sent by personal delivery or prepaid first class letter post and shall be deemed to have been duly given if sent or delivered to the party concerned at its specified address or such other address as that party may from time to time notify in writing and shall be deemed to have been served, if sent by post, 48 (forty eight) hours after posting
- 25. INVALIDITY**
- 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 enforceability of the remaining provisions of these Conditions shall not in any way be affected or impaired as a result of that omission.
- 26. BRIBERY ACT**
- 26.1. The Supplier undertakes that it:
- 26.1.1. has not committed an offence under relevant anti bribery legislation (a "Bribery Offence");
- 26.1.2. has not been formally notified that it is subject to an investigation relating to alleged Bribery Offences or prosecution under relevant anti bribery legislation; and
- 26.1.3. is not aware of any circumstances that could give rise to an investigation relating to an alleged Bribery Offence or prosecution under relevant anti bribery legislation.
- 26.2. The Supplier agrees that it:
- 26.2.1. has in place, and shall maintain until termination of the Contract, adequate procedures designed to prevent persons associated with the Supplier (including an employee, subcontractor or agent or other third party working on behalf of the Supplier or any Affiliate (an "Associated Person") from committing a Bribery Offence or any act which would constitute a Bribery Offence;
- 26.2.2. shall comply with the anti bribery applicable laws or the UK Bribery Act 2010, whichever is most stringent, and shall not, and shall procure that no Associated Person shall, commit any Bribery Offence or any act which would constitute a Bribery Offence; and
- 26.2.3. shall not do or permit anything to be done which would cause the Company or any of the Company's employees, sub-contractors or agents to commit a Bribery Offence or incur a liability in relation to anti bribery legislation; and
- 26.2.4. shall notify the Company immediately in writing if it becomes aware or has reason to believe that it has, or any of its Associated Persons have, breached or potentially breached any of the Supplier's obligations under this Condition 26.6. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.
- 27. MODERN SLAVERY**
- 27.1. In this Condition 27 "Modern Slavery Policy" shall mean Vesuvius plc's Statement on the prevention of Slavery and Human Trafficking as published on the website www.vesuvius.com. The Supplier undertakes, warrants and represents that:
- 27.1.1. neither the Supplier nor any of its officers, employees, agents or subcontractors has:
- committed an offence under applicable modern slavery legislation or the UK Modern Slavery Act 2015 (an "MSA Offence"); or
  - been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under modern slavery legislation; or
  - is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under modern slavery legislation;
- 27.1.2. it shall comply with applicable modern slavery legislation or the UK Modern Slavery Act 2015, whichever is more stringent and adhere to the Modern Slavery Policy
- 27.1.3. it shall notify the Company as soon as practical to do so in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have, breached or potentially breached any of Supplier's obligations under this Condition 27. Such notice to set out full details of the circumstances concerning the breach or potential breach of Supplier's obligations.
- 27.2. Any breach of this Condition 27 by the Supplier shall be deemed a material breach of the Contract and shall entitle the Company to terminate the Contract in accordance with Condition 17.1.1.
- 28. GENERAL**
- 28.1. The Company's Affiliates may enforce the provisions of the Contract. Any other person who is not party to this agreement shall have no right to enforce any term of the Contract. This Condition does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act. The rights of the parties to the Contract to terminate, rescind, or agree any variation, waiver or settlement under the Contract are not subject to the consent of any person that is not a party to the Contract.
- 28.2. These Conditions shall have precedence over any conditions appearing on any quotation, acceptance form, delivery forms, invoice or other document or letter emanating from the Supplier and such conditions shall have no effect whatever except insofar as they are expressly accepted in writing by the Company.
- 28.3. Nothing in these Conditions shall prejudice any conditions or warranty (expressed or implied) or right or remedy to which the Company is entitled in relation to the contract by virtue of statute or common law. The rights and remedies conferred on the Company by these Conditions are in addition to and in no way in substitution for any conditions, warranties or other rights or remedies conferred on the Company or implied by law.