



VESUVIUS

VESUVIUS AUSTRALIA PTY LTD – CONDITIONS OF PURCHASE
Effective 1 January 2018

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 Vesuvius Australia Pty Ltd (ACN 003 691 245) whose registered office is at 40-46 Gloucester Boulevard, Port Kembla NSW 2505;
"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 Unless previously withdrawn by the Company, Orders shall be deemed accepted if not rejected by the Supplier by notice in writing within seven (7) days of their date.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 The Supplier expressly warrants that 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 Australian, New Zealand 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 Australian Dollars.

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 Failure by the Supplier to attend to any of the following details may mean delay in payment:

- 5.3.1 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
- 5.3.2 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.

5.4 Payment will be made in full by the Company within forty-five (45) days from the end of month of receipt of an 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.

5.5 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.

5.6 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.

5.7 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. GST

6.1 Where a price quoted does not state whether it is GST inclusive or exclusive, the Company agrees that it is GST exclusive, and that GST must be added to the final price.

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 The Supplier must strictly deliver the Goods to the address specified in the Order by the date specified in the Order. The Company will not accept delivery or performance of or be 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 directly relate to that Order.

8.2 No responsibility is accepted for, nor is the Company obliged to accept Goods delivered or Services performed in excess of the Order or which vary from the Order in any way.

8.3 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.

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

8.5 The supplier must ensure that the Goods are suitably packed to avoid damage or deterioration in transit or in storage.

8.6 All packages of Goods must be marked with the Company's order number, description and quantity.

8.7 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.

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

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

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 to the Goods passes on the first to occur of delivery at the place specified in the Order or as otherwise agreed or prior to delivery, full payment being made. 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 before or after delivery, nor the signing of any delivery note or other document acknowledging physical receipt of any Goods shall be deemed to constitute acceptance or approval of the Goods for the purposes of the Sale of Goods Act 1923 (NSW) 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 indemnifies the Company and its Affiliates in full in respect of all actions, claims, liens, demands, proceedings, judgments, fines, penalties and costs (including legal costs), losses (including economic loss, loss of profit and loss of revenue), liabilities and other expenses whatsoever for any claim in respect of any personal injury, including death and disease or loss of or damage to any property (including Purchaser's personnel and property) arising directly or indirectly out of or as a consequence of:

12.1.1 the performance of the Order, or by failure of the Supplier to perform its contractual obligations arising under the Contract, including any representation, statement or tortious act or omission, including negligence and breach of statutory duty arising under or in connection with the Contract; or

12.1.2 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; or

12.1.3 the employment or termination of employment of 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 On reasonable notice, the Supplier must provide and procure for the Company (and its Affiliates) full access to all premises and locations to allow the Company to inspect the Goods at any time prior to their delivery.

13.2 Such inspection does not relieve the Supplier of any liability nor does it imply acceptance of the Goods by the Company.

14 CONFIDENTIALITY

14.1 The Supplier shall treat all information disclosed by the Company as confidential and shall not use such information other than in accordance with the directions from time to time given by the Company either pursuant hereto or otherwise.

14.2 The Supplier acknowledges that it has no proprietary right or interest in any information or system disclosed to it by the Company.

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.

14.4 This provision does not apply to information which was in the public domain prior to its disclosure by the Company or which after such disclosure, enters the public domain through no act or omission by the Supplier, or to information which the Supplier is required to disclose by law or the rules of any stock exchange.

15. HEALTH, SAFETY AND ENVIRONMENT

15.1 The Supplier shall comply with the provisions of all relevant health, safety and environmental legislation as amended from time to time (including, but not limited to, the Work Health and Safety Act 2011 (NSW), the Protection of the Environment Operations Act 1997 (NSW) and any orders and regulations made under these) and the requirements any authorised inspector or person under such legislation including without limitation when the Supplier is at the Company, its Affiliates and its customer's 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 In case of violation of any provision of the relevant health, safety and environmental legislation, the Supplier undertakes to indemnify the Company and hold him harmless against and out of any claim of any third party, including any claims of a government authority, all losses, damages, costs or expenses arising out of or in connection with a breach of this condition.

15.4 The Supplier shall comply with, and shall ensure that its employees, agents and sub-contractors 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 If the Supplier is manufacturing or procuring the manufacture of Goods and the Goods are required to be manufactured or fabricated to the Company's designs or Specification then the Company will own all intellectual property rights of any kind that arise as a result of, or in the course of, the design or manufacture of the Goods.

16.2 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.

16.3 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 Commencement of voluntary or involuntary proceedings under any bankruptcy reorganisation or similar laws of any jurisdiction by or against the Supplier, or if any order shall be made or any resolution passed for the winding up, liquidation or dissolution of the Supplier or if a receiver be appointed for it or its property, or if any of its products shall be taken in execution; or

17.1.4 any of the following occur:

(i) the Supplier is deemed to be unable to pay its debts within the meaning of the Corporations Act 2001; or

(ii) the Supplier calls a meeting for the purpose of passing a resolution to wind it up, or such a resolution is passed; or

(iii) the Supplier presents, or has presented, a petition for a winding up order; or

(iv) 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

(v) any other steps are taken by the Supplier or any other person to appoint an administrator over the Supplier; or

(vi) 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 or a company voluntary arrangement is passed in relation to it; or

(viii) the Supplier or any partner in the Supplier has been issued with a creditors petition under Division 2 of the Bankruptcy Act 1966, or presents to the Official Receiver a declaration of its intent to present a debtor's petition under Division 2A of the Bankruptcy Act 1966, or presents to the Official Receiver a debtor's petition under Division 3 of the Bankruptcy Act 1966; or

(viii) 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 17.1.4; or

(ix) the Supplier or any partner in the Supplier dies or becomes a patient within the meaning of the Mental Health Act 2007 (NSW) or is subject to a term of imprisonment whether or not suspended.

17.2 Notwithstanding the Company's termination rights provided at condition

17.1.3 and condition 17.1.4, 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 17.2) 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.



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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 Supplier will be liable to the Company for the acts and omissions of any subcontractor as if those were the acts or omissions of the Supplier.

18.4 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, Australian law.

20. JURISDICTION

The laws of New South Wales from time to time govern these Terms and the parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales, and the Federal Court of Australia. All disputes or claims arising out of or relating to the Contract shall be interpreted, construed and governed by the laws of the State of New South Wales, Australia.

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

24.1 Any notice given or other document served under these terms and conditions shall be given in writing and delivered, mailed, faxed or transmitted by electronic mail to the respective parties at their designated address.

24.2 The Supplier's designated address is deemed to be the address set out in any Order form completed by the Company, or the Supplier's registered office. Either party may change its designated address by prior notice in writing to the other.

24.3 A notice or document will be deemed to have been served if sent by post, three (3) business days after posting, if sent by email at the time of sending and if sent by facsimile transmission, at the time of transmission, subject to receiving a correct transmission report.

25. SEVERABILITY AND REFORMATION

If any of the clauses or provisions of this Contract are illegal, unenforceable or invalid, they will be severed from this Contract and the remaining provisions of this Contract will remain in force.

26. BRIBERY AND OTHER CRIMINAL OFFENCES

26.1 The Supplier undertakes that it:

26.1.1 has not been investigated for, charged or convicted of a criminal offence in any jurisdiction in Australia or overseas, including but not limited to an offence relating to corrupt practices and blackmail under Parts 4A and 4B of the Crimes Act 1900 (NSW), and their equivalent provisions in the jurisdiction of other States and Territories or under sections 1, 2, 6 or 7 of the United Kingdom Bribery Act 2010 (any of the foregoing laws hereinafter referred to as the "Relevant Laws") and has not committed an offence under the Relevant Laws (any of the foregoing offences hereinafter referred to as a "Bribery or other Criminal Offence");

26.1.2 has not been formally notified that it is subject to an investigation relating to any alleged Bribery or other Criminal Offence or prosecution under the Relevant Laws in respect of any Bribery or other Criminal Offence; and

26.1.3 is not aware of any circumstances that could give rise to an investigation relating to an alleged Bribery or other Criminal Offence or prosecution under the Relevant Laws in respect of any Bribery or other Criminal Offence.

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, sub-contractor or agent or other third party working on behalf of the Supplier or any Affiliate (an "Associated Person") from committing a Bribery or other Criminal Offence or any act which would constitute a Bribery or other Criminal Offence;

26.2.2 shall comply with the Relevant Laws and shall not, and shall procure that no Associated Person shall, commit any Bribery or other Criminal Offence or any act which would constitute a Bribery or other Criminal 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 or other Criminal Offence under the Relevant Laws; 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. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.

27. GENERAL

27.1 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.

27.2 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.

27.3 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.