

AMS STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS & SERVICES

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS THE TERMS AND CONDITIONS ("CONDITIONS") THAT REGULATE THE PURCHASE, BY ALEXANDER MANN SOLUTIONS LIMITED OR ITS AFFILIATED COMPANIES (TOGETHER "AMS"), OR AN AFFILIATE OF AMS, OF GOODS AND/OR SERVICES FROM THE SUPPLIER. BY SIGNING AN ORDER FORM REFERENCING THE CONDITIONS SET OUT IN THIS AGREEMENT, OR BY SUPPLYING TO US ANY OF THE GOODS AND/OR SERVICES DESCRIBED IN AN ORDER FORM, YOU ARE ACCEPTING AND AGREEING TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS SET OUT IN THIS DOCUMENT.

THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS, CONTRACT STRUCTURE & CONFLICT

1.1 The following definitions apply to these Conditions:

Acceptance Conditions	has the meaning given in clause Error! Reference source not found. ;
Affiliate	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;
Bribery Laws	means the Bribery Act 2010 and all other applicable UK legislation, the Foreign Corrupt Practices Act, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday;
Confidential Information	means any commercial, financial or technical information, information relating to the Goods, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Conditions;
Conditions	means the terms and conditions set out in this document as amended from time to time pursuant to clause 29;
Contract	the contract between the Supplier and AMS for the supply of Goods and/or Services in accordance with these Conditions;
Control	has the meaning given to it in section 1124 of the Corporation Tax Act 2010 OR means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company;
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 drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);
Force Majeure	means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Conditions including an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for performance of the Conditions; strike, lockout or boycott or other industrial action except strikes or other industrial disputes involving the Supplier's or its suppliers workforce;
Goods	means the goods and related accessories, spare parts and documentation and other physical material set out in the Order and to be supplied by the Supplier to AMS;
Goods Specification	means any specification for the Goods, including any related plans and drawings, that is agreed in writing by AMS and the Supplier;
Intellectual Property Rights	means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case: (a) whether registered or not (b) including any applications to protect or register such rights (c) including all renewals and extensions of such rights or applications (d) whether vested, contingent or future (e) to which the relevant party is or may be entitled, and (f) in whichever part of the world existing;
Location	means the address(es) for delivery of the Goods as set out in the Order;
Modern Slavery Policy	means AMS's anti-slavery and human trafficking policy in force and notified to the Supplier from time to time;
MSA Offence	means and offence under the Modern Slavery Act 2015;
Order	means AMS's order for the Goods from the Supplier as set out in the Schedule overleaf in AMS's order form;
Price	has the meaning given in clause 11;
Services Specification	means the description or specification of the Goods (including their packaging), or Services, as set out or referred to in the Order or otherwise in writing between the Parties;
Services	means the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification
Supplier	means the person, firm or company from whom AMS purchases the Goods and/or Services and whose details are set out in the Order.

1.2 In these Conditions:

- 1.2.1 any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
- 1.2.2 a reference to a 'party' includes that party's representatives, successors and permitted assigns;
- 1.2.3 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.4 a reference to a gender includes each other gender;
- 1.2.5 words in the singular include the plural and vice versa;
- 1.2.6 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time.

1.3 It is acknowledged that AMS is a global enterprise and accordingly the provisions set out in Schedule 1 (Country Specific Clauses) shall apply depending on the location of the AMS affiliated company.

2 BASIS OF CONTRACT

- 2.1 Each Order constitutes an offer by AMS to purchase Goods and/or Services from the Supplier in accordance with these Conditions.
- 2.2 The Order is deemed accepted by the Supplier on the earlier of:
 - 2.2.1 the Supplier issuing written acceptance of the Order; or
 - 2.2.2 any act by the Supplier consistent with fulfilling the Order,
 - 2.2.3 at which point and on which date the Contract shall come into existence ("Commencement Date").
- 2.3 An Order shall lapse unless accepted by the Supplier before the expiry of 5 days after the date of the Order. If the Supplier is unable to accept an Order, it shall notify AMS promptly.
- 2.4 The Contract is made up of the accepted Order and these Conditions.
- 2.5 These Conditions supersede any previously issued terms and conditions of purchase.
- 2.6 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 law, trade custom, practice or course of dealing. No terms or conditions endorsed on, delivered with, or contained in the Supplier's quotation, sales conditions, confirmation of order, specification or other document shall form part of the Contract, except to the extent that AMS otherwise agrees in writing.

3 CANCELLATION OF ORDER

- 3.1 AMS shall have the right to withdraw or cancel an Order (in whole or in part), at any time and without liability by written notice if:
 - 3.1.1 the Goods (or for any part of the Goods) which have not yet been delivered to AMS and/or Services (or any part of the Services) which have not yet been performed; or
 - 3.1.2 if the Supplier breaches the Contract; or
 - 3.1.3 if the Supplier become insolvent or make any voluntary arrangement with its creditors or become subject to an administration order or any proceedings for its receivership, liquidation or the like under any jurisdiction.
- 3.2 Unless AMS agrees otherwise the Supplier will deliver up to AMS all items for which AMS have reimbursed costs.

4 GOODS

- 4.1 The Supplier shall ensure that the Goods shall:
 - 4.1.1 correspond with their description and any applicable Goods Specification;
 - 4.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by AMS, expressly or by implication, and in this respect AMS relies on the Supplier's skill and judgement;
 - 4.1.3 where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
 - 4.1.4 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 4.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 4.3 AMS may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 4.4 If following such inspection or testing AMS considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 4.1, AMS shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 4.5 AMS may conduct further inspections and tests after the Supplier has carried out its remedial actions.

5 DELIVERY OF THE GOODS

- 5.1 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 destination 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 and/or handling instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered and whether any packaging material is to be returned, in which case AMS shall, after the Goods are unpacked, make them available for collection by the Supplier at the Supplier's expense.
- 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, then within 2 business days of the date of the Order;
- 5.2.2 to AMS's premises noted on the Order or as instructed by AMS before delivery ("Delivery Location"); and
- 5.2.3 during AMS's normal hours of business on a Business Day, or as instructed by AMS.
- 5.3 The Goods shall be deemed delivered by the Supplier only on completion of unloading of the Goods at the Delivery Location.
- 5.4 The Goods shall not be delivered by instalments unless otherwise agreed in writing by AMS.
- 5.5 Time of delivery is of the essence. If the Supplier fails to deliver any of the Goods by the date specified in the Order, AMS shall (without prejudice to its other rights and remedies) be entitled at AMS's sole discretion:
- 5.5.1 to terminate the Conditions in whole or in part;
- 5.5.2 to purchase the same or similar Goods from a supplier other than the Supplier;
- 5.5.3 to recover from the Supplier all costs and losses resulting to AMS, including the amount by which the Price payable by AMS to acquire those Goods from another supplier exceeds the Price payable under the Conditions and any loss of profit; and
- 5.5.4 all or any of the foregoing.
- 6 ACCEPTANCE, REJECTION AND INSPECTION OF GOODS**
- 6.1 AMS shall not have accepted, or be deemed to have accepted, the Goods until the Acceptance Conditions are fulfilled.
- 6.2 The 'Acceptance Conditions' are that:
- 6.2.1 the Goods have been delivered to or at the Location; and
- 6.2.2 AMS has notified the Supplier in writing that the Goods have been delivered in full compliance with the terms and Conditions of the Conditions.
- 6.3 AMS shall be entitled to reject any Goods which are not in full compliance with the terms and Conditions of the Conditions. Any acceptance of defective, late or incomplete Goods or any payment made in respect thereof, shall not constitute a waiver of any of AMS's rights and remedies, including its right to reject. If the Goods are rejected due to the volume of the Goods exceeding the tolerances (if any) specified in the Order, the Supplier shall promptly and at its own cost arrange for redelivery of the correct volume.
- 6.4 Any rejected Goods may be returned to the Supplier by AMS at the Supplier's cost and risk. The Supplier shall pay to AMS a reasonable charge for storing and returning any of the Goods over-delivered or rejected.
- 6.5 AMS may require acceptance tests to be performed or to be carried out, at AMS's option, either by AMS or the Supplier, and the results of the tests shall be made available to AMS.
- 6.6 AMS may inspect and test the Goods during manufacture or processing prior to despatch, and the Supplier shall provide AMS with all facilities reasonably required.
- 6.7 Any inspection or testing of the Goods shall not be deemed to be acceptance of the Goods or a waiver of any of AMS's rights and remedies, including its right to reject.
- 6.8 The rights of AMS in this clause 6 are without prejudice to AMS's rights under clause 13.
- 7 OWNERSHIP (TITLE) OF THE GOODS AND RISK**
- 7.1 Risk in the Goods shall pass to AMS on delivery and when AMS has accepted the Goods as conforming in every respect with the Conditions.
- 7.2 If AMS has paid for the Goods before delivery they will be the legal property of AMS from the time the Supplier acquires or manufactures them or designates them for use in the Contract, as will all materials, work-in-progress and parts intended for incorporation in Goods. In all other circumstances, ownership (title) to the Goods shall pass to AMS on the sooner of: (a) payment by AMS for the Goods; or (b) delivery of the Goods to AMS.
- 7.3 The passing of title shall not prejudice any other of AMS's rights and remedies, including its right to reject the Goods pursuant to this Contract.
- 7.4 The Supplier and no other person shall have a lien on, right of stoppage in transit or other rights in or to any Goods title to which has vested in AMS or any specifications or materials of AMS, and the Supplier shall ensure that relevant third parties accept the exclusion of such lien and rights.
- 7.5 The Supplier warrants and represents that it:
- 7.5.1 has at the time the Contract is made full, clear and unencumbered title to the Goods, and the full, clear and unencumbered right to sell and deliver them to AMS; and
- 7.5.2 shall hold such title and right to enable it to ensure that AMS shall acquire a valid, unqualified title to the Goods and shall enjoy quiet possession of them.
- 8 SUPPLY OF SERVICES**
- 8.1 The Supplier shall from the date set out in the Order and for the duration of the Contract supply the Services to AMS in accordance with the terms of the Contract.
- 8.2 The Supplier shall meet any performance dates for the Services specified in the Order or that AMS notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- 8.3 In providing the Services, the Supplier shall:
- 8.3.1 co-operate with AMS in all matters relating to the Services, and comply with all instructions of AMS;
- 8.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- 8.3.3 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;
- 8.3.4 ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that AMS expressly or impliedly makes known to the Supplier;
- 8.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 8.3.6 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 AMS, will be free from defects in workmanship, installation and design;
- 8.3.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- 8.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of AMS's premises;
- 8.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by AMS to the Supplier ("AMS Materials") in safe custody at its own risk, maintain AMS Materials in good condition until returned to AMS, and not dispose or use AMS Materials other than in accordance with AMS's written instructions or authorisation;
- 8.3.10 not do or omit to do anything which may cause AMS to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that AMS may rely or act on the Services;
- 8.3.11 comply with any additional obligations as set out in the Services Specification.
- 9 CUSTOMER REMEDIES**
- 9.1 If the Supplier fails to deliver the Goods by the applicable date or fails to perform the Services by the applicable date, or both, AMS shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:
- 9.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 9.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- 9.1.3 to recover from the Supplier any costs incurred by AMS in obtaining substitute goods and/or services from a third party;
- 9.1.4 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and
- 9.1.5 to claim damages for any additional costs, loss or expenses incurred by AMS which are in any way attributable to the Supplier's failure to meet such dates.
- 9.2 If the Goods are not delivered by the applicable date or the Services are not performed by the applicable date, or both, AMS may, at its option, claim or deduct 3% of the Price of the Goods for each week's delay in delivery of the Goods and/or claim or deduct 3% of the Price of the Services for each week's delay in performance of the Services, in each case by way of liquidated damages, until the earlier of delivery of the Goods or performance of the Services, as applicable, or termination or abandonment of the Contract by AMS, up to a maximum of 15% of the total Price of the Goods (in respect of late delivery of the Goods) and up to a maximum of 15% of the total Price of the Services (in respect of late performance of the Services). If AMS exercises its rights in respect of late delivery under this clause 9.2 it shall not be entitled to any of the remedies set out in clause 9.1 in respect of the late delivery of the Goods. If AMS exercises its rights in respect of late performance under this clause 9.2 it shall not be entitled to any of the remedies set out in clause 9.1 in respect of the late performance of the Services.
- 9.3 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 4.1, then, without limiting or affecting other rights or remedies available to it, AMS shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:
- 9.3.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 9.3.2 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- 9.3.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the Price of the rejected Goods (if paid);
- 9.3.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- 9.3.5 to recover from the Supplier any expenditure incurred by AMS in obtaining substitute goods from a third party; and
- 9.3.6 to claim damages for any additional costs, loss or expenses incurred by AMS arising from the Supplier's failure to supply Goods in accordance with clause 4.1.
- 9.4 If the Supplier has supplied Services that do not comply with the requirements of clause 8.3.4 then, without limiting or affecting other rights or remedies available to it, AMS shall have one or more of the following rights and remedies:
- 9.4.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 9.4.2 to return the Deliverables to the Supplier at the Supplier's own risk and expense;

- 9.4.3 to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the Price paid for the Services (if paid);
- 9.4.4 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- 9.4.5 to recover from the Supplier any expenditure incurred by AMS in obtaining substitute services or deliverables from a third party; and
- 9.4.6 to claim damages for any additional costs, loss or expenses incurred by AMS arising from the Supplier's failure to comply with clause 8.3.4.
- 9.5 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 9.6 AMS's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.
- 10 CUSTOMER'S OBLIGATIONS**
- 10.1 AMS shall:
- 10.1.1 provide the Supplier with reasonable access at reasonable times to AMS's premises for the purpose of providing the Services; and
- 10.1.2 provide such necessary information for the provision of the Services as the Supplier may reasonably request
- 11 PRICE**
- 11.1 The Price of Goods:
- 11.1.1 The Price for the Goods shall be as set out in the Order.
- 11.1.2 No increase in the Price may be made after the Order is placed.
- 11.1.3 The Price includes all packaging, insurance, carriage, delivery, unloading, unpacking. No extra charges shall be effective unless agreed in writing and signed by AMS.
- 11.2 The charges (which shall constitute the Price) for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by AMS, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 12 PAYMENT**
- 12.1 In respect of the Goods, the Supplier shall invoice AMS on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice AMS on completion of the Services. Each invoice shall include such supporting information required by AMS to verify the accuracy of the invoice, including the relevant purchase order number.
- 12.2 In consideration of the supply of Goods and/or Services by the Supplier, AMS shall, unless otherwise agreed in writing, pay the invoiced amounts within 45 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 12.3 All amounts payable by AMS under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to AMS, AMS shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 12.4 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 1% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when the base rate is below 0%.
- 12.5 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 AMS to inspect such records at all reasonable times on request.
- 12.6 Time of payment is not of the essence.
- 13 WARRANTIES**
- 13.1 The Supplier warrants and represents that, for a period of 12 months from acceptance (the "Warranty Period"), the Goods shall:
- 13.1.1 conform to any sample, their description and to the Specification;
- 13.1.2 be free from defects in design, material and workmanship;
- 13.1.3 comply with all applicable laws, standards and best industry practice;
- 13.1.4 be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
- 13.1.5 be fit for purpose and any purpose held out by the Supplier and as otherwise required to meet AMS's needs; and
- 13.1.6 will have the benefit of any third party manufacturer's guarantees which cover Goods.
- 13.2 The Supplier warrants that all Services will conform with the requirements of the Contract and will be performed with the level of skill and competence as is reasonably expected from a professional vendor of such Services.
- 13.3 The Supplier agrees that the approval by AMS of any design or Specification provided by the Supplier shall not relieve the Supplier of any of its obligations under this clause 13.
- 13.4 The Supplier shall, without prejudice to AMS's other rights and remedies, repair, replace, correct or refund the Price of defective Goods.
- 13.5 The provisions of these Conditions shall apply to any Goods that are repaired, replaced or corrected with effect from delivery of the repaired, replaced or corrected Goods.
- 13.6 AMS's rights under these Conditions are in addition to, and do not exclude or modify, the rights and conditions contained in sections 13 to 15 of the Sale of Goods Act 1979.
- 13.7 AMS shall be entitled to exercise its rights under this clause 13 regardless of whether the Goods have been accepted under the Acceptance Conditions and notwithstanding that the Goods were not rejected following their initial inspection under clause 6.3
- 14 ANTI-BRIBERY**
- 14.1 For the purposes of this clause 14 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Laws.
- 14.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:
- 14.2.1 all of that party's personnel;
- 14.2.2 all others associated with that party; and
- 14.2.3 all of that party's subcontractors;
- 14.2.4 involved in performing the Conditions so comply.
- 14.3 Without limitation to clause 14.1.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- 14.4 Each party shall immediately notify the other as soon as it becomes aware of a breach of any of the requirements in this clause 14.
- 15 ANTI-SLAVERY**
- 15.1 The Supplier undertakes, warrants and represents that:
- 15.1.1 neither the Supplier nor any of its officers, employees, agents or subcontractors has:
- 15.1.2 committed an MSA Offence; or
- 15.1.3 been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- 15.1.4 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 the Modern Slavery Act 2015;
- 15.1.5 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy;
- 15.1.6 its responses to AMS's modern slavery and human trafficking due diligence questionnaire are complete and accurate; and
- 15.1.7 it shall notify AMS immediately 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 clause 15.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.
- 15.2 Any breach of clause 15.1 by the Supplier shall be deemed a material breach of the Conditions and shall entitle AMS to terminate the Conditions with immediate effect.
- 16 INDEMNITY AND INSURANCE**
- 16.1 The Supplier shall indemnify AMS against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by AMS arising out of or in connection with:
- 16.1.1 any claim made against AMS for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding AMS Materials);
- 16.1.2 any claim made against AMS by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables;
- 16.1.3 any breach of any of the Supplier's obligations under the Conditions; and
- 16.1.4 any claim made against AMS by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.
- 16.2 During the term of the Contract and for 2 years thereafter, the Supplier shall have in place contracts of insurance with reputable insurers insuring the Goods and any of AMS's materials in the Supplier's possession against the usual risks, including accident, fire and theft, for their full replacement value until the risk in them passes to AMS, and insuring against all other risks that a prudent supplier should consider reasonable. On request, the Supplier shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Supplier shall on request assign to AMS the benefit of such insurance.
- 16.3 This clause 16 shall survive termination of the Contract.
- 17 LIMITATION OF LIABILITY**
- 17.1 The extent of the parties' liability under or in connection with the Conditions (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 17.
- 17.2 Subject to clause 17.6, AMS's total liability under an Order shall not exceed the sum equal to 100% of the Price paid pursuant to an Order.
- 17.3 Subject to clause 17.6, AMS shall not be liable for consequential, indirect or special losses.
- 17.4 Subject to clause 17.6, AMS shall not be liable for any of the following (whether direct or indirect): loss of profit, loss of data, loss of use, loss of production, loss of contract, loss of opportunity, loss of savings, discount or rebate (whether actual or anticipated), harm to reputation or loss of goodwill.
- 17.5 Except as expressly stated in the Conditions, and subject to clause 17.6, all warranties and Conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.
- 17.6 Notwithstanding any other provision of the Conditions, the liability of the parties shall not be limited in any way in respect of the following:
- 17.6.1 death or personal injury caused by negligence;
- 17.6.2 fraud or fraudulent misrepresentation;
- 17.6.3 any other losses which cannot be excluded or limited by applicable law.
- 18 INTELLECTUAL PROPERTY RIGHTS**

- 18.1 All specifications provided by AMS and all Intellectual Property Rights in the Goods made in accordance with such specifications or in Services performed (including any Deliverables provided as part of the Services) shall vest in and remain at all times the property of AMS. All specifications and/or Deliverables (in whatever form) may only be used by the Supplier as necessary to perform the Contract. The Supplier assigns (or shall procure the assignment) to AMS absolutely, with full title guarantee, all right, title and interest in any such Intellectual Property Rights, and the Supplier shall do all such things and sign all documents necessary in AMS's opinion to so vest all such Intellectual Property Rights in AMS, and to enable AMS to defend and enforce such Intellectual Property Rights, and the Supplier shall at AMS's request waive or procure a waiver of applicable moral rights.
- 18.2 The Supplier agrees to do all such acts and things as AMS's legal advisors may advise are necessary or desirable in connection with any assignment of the Intellectual Property Rights to AMS. The Supplier agrees to irrevocably appoint AMS to be the Supplier's attorney or agent in the Supplier's name and on the Supplier's behalf to do all such acts and things and to sign all such deeds and documents as may be necessary in order to give AMS the full benefit of the provisions of this Contract.
- 18.3 To the extent that any Intellectual Property Rights in the Services remain owned by the Supplier or a third party, the Supplier grants, or shall procure the direct grant to AMS of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding Customer Materials) for the purpose of receiving and using the Services and the Deliverables.
- 18.4 The Supplier shall indemnify AMS from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by AMS as a result of or in connection with any action, demand or claim that use or possession of any of the Intellectual Property Rights, infringes the Intellectual Property Rights of any third party ("Supplier IPR Claim").
- 18.5 If any Supplier IPR Claim is made or is reasonably likely to be made against AMS, the Supplier shall promptly and at its own expense either:
- 18.5.1 procure for AMS the right to continue using and possessing the relevant Intellectual Property Rights; or
 - 18.5.2 modify or replace the infringing part of the Intellectual Property Rights and without adversely affecting the functionality of the Intellectual Property Rights as set out in the Conditions so as to avoid the infringement or alleged infringement,
 - 18.5.3 provided that if, having used reasonable endeavours, neither of the above can be accomplished on reasonable terms, the Supplier shall (without prejudice to the indemnity above) refund the Price paid by Customer in respect of the affected Intellectual Property Rights.
- 19 CONFIDENTIALITY AND ANNOUNCEMENTS**
- 19.1 The Supplier shall keep confidential all Confidential Information of AMS and of any Affiliate of AMS and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
- 19.1.1 any information which was in the public domain at the date of the Contract;
 - 19.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Conditions, an Order or any related agreement;
 - 19.1.3 any information which is independently developed by the Supplier without using information supplied by AMS or by any Affiliate of AMS; or
 - 19.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Conditions.
- 19.2 This clause shall remain in force for a period of five years from the date of the Conditions and, if longer, three years after termination of the Conditions.
- 19.3 The Supplier shall not make any public announcement or disclose any information regarding the Conditions, except to the extent required by law or regulatory authority.
- 20 DATA PROTECTION**
- 20.1 The following definitions apply in this clause 20:
- 20.1.1 "Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", "processing" and "appropriate technical and organisational measures"; as defined in the Data Protection Legislation.
 - 20.1.2 "Data Protection Legislation": all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
 - 20.1.3 "Domestic Law": the law of the United Kingdom or a part of the United Kingdom.
- 20.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 20 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 20.3 The parties acknowledge that for the purposes of the Data Protection Legislation, AMS is the Controller and the Supplier is the Processor.
- 20.4 Without prejudice to the generality of clause 20.2, AMS will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of AMS for the duration and purposes of the Contract.
- 20.5 Without prejudice to the generality of clause 20.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:
- 20.5.1 process that Personal Data only on the documented written instructions of AMS unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify AMS of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying AMS;
 - 20.5.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by AMS, 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);
 - 20.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - 20.5.4 not transfer any Personal Data outside of the UK unless the prior written consent of AMS has been obtained and the following conditions are fulfilled:
 - 20.1.5.4 AMS or the Supplier has provided appropriate safeguards in relation to the transfer;
 - 20.2.5.4 the Data Subject has enforceable rights and effective legal remedies;
 - 20.3.5.4 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
 - 20.4.5.4 the Supplier complies with reasonable instructions notified to it in advance by AMS with respect to the processing of the Personal Data;
 - 20.5.5.4 assist AMS, at AMS'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;
 - 20.6.5.4 notify AMS without undue delay on becoming aware of a Personal Data Breach;
 - 20.7.5.4 at the written direction of AMS, delete or return Personal Data and copies thereof to AMS on termination of the Contract unless required by Domestic Law to store the Personal Data; and
 - 20.8.5.4 maintain complete and accurate records and information to demonstrate its compliance with this clause 20 and allow for audits by AMS or AMS's designated auditor and immediately inform AMS if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.
- 20.6 AMS does not consent to the Supplier appointing any third party processor of Personal Data under the Contract. If the Supplier does appoint a third party processor it shall enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 20.
- 20.7 AMS may, at any time on not less than 30 days' notice, revise this clause 20 by replacing it with any applicable controller to processor standard clauses or similar terms adopted by the Information Commissioner or forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).
- 21 FORCE MAJEURE**
- 21.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
- 21.1.1 promptly notifies the other of the Force Majeure event and its expected duration; and
 - 21.1.2 uses best endeavours to minimise the effects of that event.
- 21.2 If, due to Force Majeure, a party:
- 21.2.1 is or shall be unable to perform a material obligation; or
 - 21.2.2 is delayed in or prevented from performing its obligations for a continuous period exceeding 14 days;
 - 21.2.3 the other party may, within 30 days, terminate the Contract on immediate notice.
- 22 TERMINATION**
- 22.1 AMS may terminate the Contract, any Order or any other contract which it has with the Supplier at any time by giving notice in writing to the Supplier if:
- 22.1.1 the Supplier commits a material breach of the Conditions and such breach is not remediable;
 - 22.1.2 the Supplier commits a material breach of the Conditions which is not remedied within 14 days of receiving written notice of such breach;
 - 22.1.3 the Supplier has failed to pay any amount due under the Conditions on the due date and such amount remains unpaid within 30 days after AMS has given notification that the payment is overdue; or
 - 22.1.4 any consent, licence or authorisation held by the Supplier is revoked or modified such that the Supplier is no longer able to comply with its obligations under the Conditions or receive any benefit to which it is entitled; or
 - 22.1.5 the Supplier is in breach of any applicable law; or
 - 22.1.6 there is a change of Control of the Supplier.
- 22.2 AMS may terminate the Conditions at any time by giving notice in writing to the Supplier if the Supplier:
- 22.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

- 22.2.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if AMS reasonably believes that to be the case;
- 22.2.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
- 22.2.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
- 22.2.5 has a resolution passed for its winding up;
- 22.2.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
- 22.2.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within 7 days of that procedure being commenced;
- 22.2.8 has a freezing order made against it;
- 22.2.9 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title those items;
- 22.2.10 is subject to any events or circumstances analogous to those in clauses 22.2.1 to 22.2.9 in any jurisdiction.
- 22.3 AMS may terminate the Conditions any time by giving not less than one weeks' notice in writing to the Supplier if the Supplier undergoes a change of Control or if it is realistically anticipated that it shall undergo a change of Control within two months.
- 22.4 If the Supplier becomes aware that any event has occurred, or circumstances exist, which may entitle AMS to terminate the Conditions under this clause 22, it shall immediately notify AMS in writing.
- 22.5 Termination or expiry of the Conditions shall not affect any accrued rights and liabilities of AMS at any time up to the date of termination.

23 DISPUTE RESOLUTION

- 23.1 Any dispute arising between the parties out of or in connection with the Conditions shall be dealt with in accordance with the provisions of this clause 23.
- 23.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
- 23.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
 - 23.3.1 Within 7 days of service of the notice, the contract managers of the parties shall meet to discuss the dispute and attempt to resolve it.
 - 23.3.2 If the dispute has not been resolved within 7 days of the first meeting of the contract managers, then the matter may be referred to the chief executives (or persons of equivalent seniority). The chief executives (or equivalent) shall meet within 7 days to discuss the dispute and attempt to resolve it.
- 23.4 The specific format for the resolution of the dispute under clause 23.3.1 and, if necessary, clause 23.3.2 shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.
- 23.5 If the dispute has not been resolved within 14 days of the first meeting of the chief executives (or equivalent) under clause 23.3.2 then the matter may be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.
- 23.6 Until the parties have completed the steps referred to in clauses 23.3 and 23.5, and have failed to resolve the dispute, neither party shall commence formal legal proceedings or arbitration except that either party may at any time seek urgent interim relief from the courts or emergency arbitrator relief.

24 NOTICES

- 24.1 Any notice or other communication given by a party under these Conditions shall:
 - 24.1.1 be in writing and in English;
 - 24.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and
 - 24.1.3 be sent to the relevant party at the address set out in the Conditions
- 24.2 Notices may be given, and are deemed received:
 - 24.2.1 by hand: on receipt of a signature at the time of delivery;
 - 24.2.2 by post: at 9.00 am on the second Business Day after posting;
 - 24.2.3 by fax: on receipt of a transmission report from the correct number confirming uninterrupted and error-free transmission; and
 - 24.2.4 by email: on receipt of a read receipt email from the correct address.
- 24.3 Any change to the contact details of a party as set out in the Conditions shall be notified to the other party in accordance with clause 24.1 and shall be effective:
 - 24.3.1 on the date specified in the notice as being the date of such change; or
 - 24.3.2 if no date is so specified, 5 Business Days after the notice is deemed to be received.
- 24.4 This clause 24 does not apply to notices given in legal proceedings or arbitration.

25 CUMULATIVE REMEDIES

- 25.1 The rights and remedies provided in the Conditions for AMS only are cumulative and not exclusive of any rights and remedies provided by law.

26 FURTHER ASSURANCE

- 26.1 The Supplier shall at the request of AMS, and at the Supplier's own cost, do all acts and execute all documents which are necessary to give full effect to the Conditions.

27 ENTIRE AGREEMENT

- 27.1 The parties agree that the Conditions and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

28 VARIATION

- 28.1 No variation of an accepted Contract or Order shall be valid or effective unless it is in writing, refers to the Conditions and is duly signed or executed by, or on behalf of, AMS.
- 28.2 AMS reserves the right to update the Conditions from time to time.

29 ASSIGNMENT

- 29.1 The Supplier may not assign, subcontract or encumber any right or obligation under the Conditions, in whole or in part, without AMS's prior written consent, which it may withhold or delay at its absolute discretion.
- 29.2 Notwithstanding clause 29.1, the Supplier may perform any of its obligations and exercise any of its rights granted under the Conditions through any Affiliate provided that it gives AMS prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. The Supplier acknowledges and agrees that any act or omission of its Affiliate in relation to the Supplier's rights or obligations under the Conditions shall be deemed to be an act or omission of the Supplier itself.

30 SET OFF

- 30.1 AMS shall be entitled, without notice to the Supplier, to set-off any liability which the Supplier has to AMS against liability of AMS to the Supplier whether under the Conditions or under any other contract which AMS has with the Supplier, whether either liability is present or future, liquidated or unliquidated. Any exercise by AMS of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
- 30.2 The Supplier shall pay all sums that it owes to AMS under the Conditions without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

31 NO PARTNERSHIP OR AGENCY

- 31.1 The parties are independent persons and are not partners, principal and agent or employer and employee and the Conditions does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

32 EQUITABLE RELIEF

- 32.1 The Supplier recognises that any breach or threatened breach of the Conditions may cause AMS irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to AMS, the Supplier acknowledges and agrees that AMS is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

33 SEVERANCE

- 33.1 If any provision of the Conditions (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Conditions shall not be affected.

34 WAIVER

- 34.1 No failure, delay or omission by AMS in exercising any right, power or remedy provided by law or under the Conditions shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 34.2 No single or partial exercise of any right, power or remedy provided by law or under the Conditions by AMS shall prevent any future exercise of it or the exercise of any other right, power or remedy by AMS.

35 COMPLIANCE WITH LAW

- 35.1 The Supplier shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Conditions.

36 CONFLICTS WITHIN CONTRACT

- 36.1 If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Conditions, the terms of the Conditions shall prevail.

37 COSTS AND EXPENSES

- 37.1 The Supplier shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Conditions (and any documents referred to in it).

38 THIRD PARTY RIGHTS

- 38.1 Save for an Affiliate of AMS, a person who is not a party to the Conditions shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Conditions. The consent of any such Affiliate is not required in order to rescind or vary the Conditions or any provision of it.

39 GOVERNING LAW & JURISDICTION

- 39.1 The Conditions, the Contract, and any disputes arising out of or related to it, will be governed exclusively by the applicable governing law below, based on the primary place of business of the AMS company or corporation which is ordering the Goods and/or Services and without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods. The courts located in the applicable venue identified in the table below will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Agreement or its formation, interpretation or enforcement. Each party consents and submits to the exclusive jurisdiction of such courts.

Country or Territory	Governing Law	Jurisdiction and Venue
United States, Latin America or the Caribbean	State of New York, United States of America	United States District Court for the Southern District of New York
Canada	Province of Ontario, Canada	Courts of the Province of Ontario, Canada

Europe, Middle East, Africa, Asia or Oceania (excluding Australia)	Laws of England	English Courts
Australia	Laws of the State of Victoria	State and Federal Courts of Victoria

SCHEDULE 1: COUNTRY SPECIFIC TERMS

1 TERMS SPECIFIC TO THE UNITED STATES OF AMERICA (“US”)

- 1.1 Without prejudice to the terms of the Conditions, this Schedule 1 clause 1 identifies terms and conditions which apply to the purchase of Goods and/or Services by AMS Affiliates located in the US.
- 1.2 Clause 14 (Anti-Bribery): To the extent that the AMS Affiliate is located in the US following provisions apply in respect of anti-bribery:
 - 1.2.1 The Supplier and its subsidiaries will comply in all material respects with the United States Foreign Corrupt Practices Act of 1977, as amended (the “FCPA”), in obtaining any consents, licenses, approvals, authorizations, rights, and privileges in connection with the conduct of their business and, have otherwise conducted their business in compliance with all material respects with the FCPA. Their internal management and accounting practices and controls are adequate to ensure compliance in all material respects with the FCPA.

1.2.2 Notwithstanding the foregoing, Supplier’s compliance with the FCPA is in addition to its obligations to comply with any applicable bribery and anti-corruption laws, including, but not limited to the UK Bribery Act.

1.3 Clause 20 (Data Protection)

1.3.1 To the extent applicable to the Goods or Services, Supplier agrees to the following:

1.3.1.1 Supplier certifies that it has read and understands the applicable requirements of the California Consumer Privacy Act, AB 375 (“CCPA”);

1.3.1.2 The parties acknowledge that Supplier is a Service Provider as defined therein.;

1.3.1.3 Accordingly, Supplier will not: (i) sell the personal information disclosed to it by AMS; (ii) collect, retain, use, or disclose the personal information disclosed to it by AMS for any purpose other than providing the Services, outside of the direct business relationship between the parties, or as otherwise permitted by the CCPA; and (iii) further collect, sell, or use the personal information disclosed to it by AMS except as necessary to perform the business purpose for which Supplier was retained.

1.3.2 If any part of the Goods or Services are subject to GDPR or similar data protection laws, then the Clause 20 of this Contract remains in effect.