

**Standard Conditions of Purchase (QPR26)**

**1. Interpretation**

- 1.1. In these Conditions the following capitalised expressions shall, unless the contrary is expressly stated, have the following meanings:
- “**Camloc**” means Camloc Motion Control Ltd, whose principal office is at Leicester, England;
- “**Certificates**” means any relevant certificates or test reports in respect of the Goods or Services which may be stated in the Order regarding in particular, but not limited to, the conformity of the Goods or Services with any relevant health and safety or environmental legislation, directives or guidelines;
- “**Conditions**” means the standard terms and condition of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between Camloc and the supplier;
- “**Contract**” means the contract for the sale and purchase of the Goods and/or the supply of the Services contained in the Order and these Conditions;
- “**Control**” means the power to direct the business or the affairs of another by means of the holding of shares or the possession of voting power, whether directly or indirectly, or by virtue of any powers conferred by any constitutional or contractual document or otherwise however;
- “**Costs**” means any costs, including without limitation, the cost of replacement parts, reasonable labour charges for effecting repairs to Camloc’s products, packaging costs, carriage, insurance, freight, duties, imposts, travel expenses, reasonable examination costs incurred in respect of Camloc products incorporating and Goods or produced utilizing any Services and the costs of production line stoppage, machine down-time, idle labour and business interruption;
- “**Delivery Address**” means the address for delivery stated on the Order or in the absence of such shall be Camloc’s principal business address;
- “**Goods**” means the goods, including but not limited to, any raw materials, finished or semi-finished materials or articles, machinery, spares, accessories, parts, commodities and whether one or a number of items and any Certificates, assembly, maintenance or operational manuals, design specifications or any other documentation in any media relative to such goods as describe in the Order;
- “**Order**” means Camloc’s purchase order in respect of the Goods and/or Services issued or confirmed by Camloc in writing to which these Conditions are annexed and form a part including any schedules or annexes;
- “**Price**” means the price of the Goods and/or the charge for the Services in Great Britain Pounds, unless otherwise stated in the Order;
- “**Services**” means the services (if any) described in the Order;
- “**Special Specifications**” means Specifications which are protected by or are capable of protection by intellectual property rights (including without limitation, patents, copyrights and design rights) or which comprise commercial know-how of Camloc, studies, plans or documents which have been prepared by or for Camloc and any dies, patterns or tools or other accessory equipment that are distinctively the property of or associated with Camloc and which are necessary for the manufacture of the Good;
- “**Specification**” includes any plans, drawings, functional and performance data on other information relating to the Goods or Services supplied by Camloc to the supplier or agreed in writing by Camloc and forming part of the Order; and
- “**Subsidiaries**” mean those companies being subsidiaries of Camloc International within the definition at section 736 of the Companies Act 1985;
- “**Supplier**” means the person so described in the Order;
- 1.2. Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 1.3. Any reference in these Conditions to a Clause shall be deemed to be a reference to a clause of these Conditions.
- 1.4. The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 1.5. Any reference to a “person” shall include any individual, firm, unincorporated association or corporate entity.

**2. Basis of Purchase**

- 2.1. These Conditions shall apply to and be incorporated in the Contract between the Supplier and Camloc for the supply of the Goods and/or the Services and shall be in substitution for any oral arrangements made between the Supplier and Camloc and shall prevail over any inconsistent terms or conditions contained in or referred to in the Supplier’s quotation or acceptance of order or correspondence or elsewhere or implied by trade custom or practice or course of dealing and no addition to or variation of or exclusion or attempted exclusion of the Order and/or these Conditions or any of them shall be binding upon Camloc unless specifically agreed to in writing and signed by a duly authorized representative of Camloc.
- 2.2. All the terms of the Contract between Camloc and the Supplier are contained in or referred to in the order and these Conditions. The execution and return of the acknowledgement copy of the order by the Supplier or the Supplier’s execution or commencement of work or commencement of delivery pursuant to the order constitutes acceptance of the Order on the terms hereof by the Supplier. The acceptance of the Order is limited to and conditional upon acceptance by the supplier of these Conditions provided that Camloc shall not be liable for the Order unless the Supplier has provided Camloc with full details of any mandatory provision of any system of law of a relevant jurisdiction which may alter, restrict or otherwise influence the terms of the Contract.
- 2.3. At the option of Camloc, the order will lapse unless unconditionally accepted by the Supplier within 14 days of its date.

**3. Specifications**

- 3.1. Any Specification supplied by Camloc to the Supplier, or specifically produced by the Supplier for Camloc, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of Camloc and be deemed to be Confidential Information as defined in and fully subject to the restrictions in respect thereof in Clause 15.
- 3.2. Any Specification supplied by Camloc to the Supplier may specify that Goods and/or Services are destined for use in a particular country or in a particular state, district or other defined area within a particular country in which particular technical, quality, safety or other requirements are in force and the Supplier shall be deemed to be aware of and to have accepted such requirements as being incorporated into the Specification, unless the Supplier specifically request details of such requirements from Camloc in writing in which case Camloc shall provide details of such requirements to the Supplier.
- 3.3. The Supplier shall comply with all applicable laws and regulations of whatever nature concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services and shall on request supply Camloc with any necessary declarations and documents stating the origin of the Goods and the manner in which they qualify for European Union preferences.
- 3.4. The Goods shall, at the expense of the Supplier, be properly packed, marked and delivered in accordance with Camloc’s instructions and any applicable laws or regulations or requirements of the carrier so as to reach their destination in an undamaged condition in the ordinary course.

- 3.5. Each advice note, bill of lading and invoice shall bear any applicable component number, delivery or date for completion of the Services and the location to which the Goods are to be delivered or at which the Services are to be provided. Advice notes and invoices must be sent as directed by the Order.
  - 3.6. The Supplier shall comply with the quantity specified on the order. If excess is delivered then Camloc shall have the right to reject the excess quantity and such excess shall not be paid for unless prior written consent is obtained.
  - 3.7. If Goods have a determinable shelf life the Supplier shall advise Camloc of the storage recommendations and the expected shelf life.
- 4. Inspection and Testing**
- 4.1. The Supplier must test all Goods and provide statements of satisfactory testing to Camloc before delivering them to Camloc.
  - 4.2. Prior to such works testing pursuant to Clause 4.1 the Supplier will inform Camloc within a reasonable period in advance of the testing of the date, time and place of the testing and permit a reasonable number of representatives of Camloc to attend.
  - 4.3. All costs of the testing, including the costs of the Goods damaged during the testing, shall be for the account of the Supplier.
  - 4.4. Camloc's representatives may inspect or test the Goods prior to delivery at any reasonable time at the Supplier's works or those of any third party sub-contractor or permitted assignee.
  - 4.5. The Supplier will inform Camloc in writing within a reasonable period of time prior to the completion of the manufacture or processing of the Goods when they will be in a condition suitable for inspection or testing and shall notify Camloc in writing as soon as the Goods have been completed and are suitable for such inspection and testing.
  - 4.6. The Supplier shall provide Camloc's representatives with all reasonable facilities (including samples of the Goods) and access for inspection and testing of all Goods.
  - 4.7. If following the inspection on or testing of the Goods Camloc is not satisfied that they will comply in all respects with the order, Camloc shall be entitled to terminate the Contract or to submit a report to the Supplier stating the reasons for the failure by the Goods of the inspection or testing and requiring the Supplier to take such steps as necessary to ensure the compliance of the Goods with the Order, which shall be subject to Camloc's rights to re-inspect and re-test the Goods.
  - 4.8. The Supplier shall retain in good order and condition all Certificates and records of whatever nature stored in any media relating to the testing and inspection of the Goods for no less than 10 years after the date of their production.
  - 4.9. The provision of this Clause 4 shall not limit or restrict any Camloc's rights under Clause 8.9.
- 5. Camloc Supplies**
- 5.1. If Camloc (or any other person on its behalf) provides any specifications, designs, drawing, sketches, models, samples, patterns, tools, materials, components, technical information or data or other items of any nature (the "Information") Camloc shall retain ownership of the Information and all other rights in it of whatever nature and immediately following the handing over by Camloc of the Information to the Supplier, the Supplier shall hold the information at its own risk and be responsible for any loss or damage to it.
  - 5.2. The Supplier shall treat the Information as strictly confidential and will use the Information exclusively for the purposes of manufacturing the Goods or performing the Services and the Information shall be kept safely and stored separately from the Supplier's property and clearly marked as being the property of Camloc.
  - 5.3. The Supplier shall promptly provide all Information that Camloc may reasonably request regarding the use, storage and condition of any Information and shall immediately return on request to Camloc the Information not incorporated into the Goods in the same conditions as when provided to the Supplier fair wear and tear excepted at the cost of the Supplier.
- 6. Price of the Goods and Services**
- 6.1. The Price shall be as stated in the Order and, unless otherwise so stated, shall be inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Address and any duties, imposts or levies other than value added tax or other applicable sales or purchase taxes.
  - 6.2. If no price is stated in the Order the Price shall be the less of:
    - 6.2.1. The lowest price currently quoted or charge at the date of the Order by the Supplier for those Goods or Services; and
    - 6.2.2. The price most recently charged to Camloc by the Supplier for those Goods and Services.
  - 6.3. Where Goods or Services are subject to sales or purchase tax, value added tax or any other similar taxation the amount legally demandable shall not be payable unless it is validly invoiced as a separate item of account and if required by Camloc the Supplier shall produce bona fide evidence of the amount paid or to be paid in respect thereof.
  - 6.4. No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of Camloc in writing.
  - 6.5. Camloc shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier.
- 7. Terms of Payment**
- 7.1. The Supplier shall not be entitled to invoice Camloc until after acceptance by Camloc of the delivery of the Goods or completion of the performance of the Services (or if acceptance of delivery of the Goods or the completion of the performance of the Services is prior to the date stated in the Order, at any time after the date stated in the Order) in accordance with the Contract.
  - 7.2. Any invoice shall quote the number of the order. A separate invoice must be rendered for each individual delivery of Goods or provision of Services.
  - 7.3. Unless otherwise stated in the Order, Camloc shall pay the Price of the Goods and the Services within 60 days after the end of the month of receipt by Camloc of a valid and proper invoice.
  - 7.4. Camloc shall be entitled to set off, withhold or deduct from or against the Price any sums due or becoming due to Camloc by the supplier.
- 8. Delivery**
- 8.1. The Goods shall be delivered to and the Services shall be performed at the Delivery Address on the date or within the period, at the time (in the absence of which stipulation, during Camloc's usual business hours) and by means of transport (in the case of the Goods) stated in the Order and/or in accordance with the kanban card system, PDI system or such other delivery forecast and prompt system as Camloc may adopt from time to time, full particulars of which systems Camloc will notify to the Supplier on request. If the Goods are incorrectly delivered the Supplier shall be liable for any additional expenses involved in handing and delivering them to their correct destination.
  - 8.2. The Supplier shall report immediately to Camloc the occurrence of any event either within or beyond its control, which is likely to affect delivery of the Goods or the provision of the Services. If delivery dates for the Goods or the dates for the provision and/or performing of the Services cannot be met, the Supplier shall promptly notify Camloc of the earliest possible date of delivery of the Goods or the

provision of the Services, Notwithstanding such notice, and unless a substitute delivery date for the Goods or date for the provision of the Services has been expressly agreed to by Camloc in writing, the Supplier's failure to effect delivery of the Goods or the provision of Services on the date specified shall entitle Camloc to cancel this Order without liability to the Supplier, to purchase substitute items or services elsewhere and to recover from the Supplier any loss and additional costs incurred.

- 8.3. If Camloc is unable to take delivery of the Goods in accordance with the Order the Supplier will arrange safe storage of the Goods and for re-delivery at a date and time to be agreed with Camloc and Camloc will pay the reasonable costs of such storage and re-delivery.
- 8.4. Where the date of delivery of the Goods or performance of the Services is to be specified after the placing of Order, the Supplier shall give Camloc reasonable notice of the specified date.
- 8.5. The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.
- 8.6. The Supplier shall pack the Goods in a manner and using materials to be approved (such approval not to be unreasonably withheld or delayed) by Camloc prior to delivery, provided that Camloc shall in no circumstances be responsible for any damage to the Goods caused prior to acceptance of the Goods by Camloc.
- 8.7. A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently.
- 8.8. The Supplier shall supply Camloc in good time with any instructions or other Information required to enable Camloc to accept delivery of the Goods and performance of the Services.
- 8.9. If the Goods are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single contract and severable only at Camloc's option.
- 8.10. Camloc shall be entitled to repair (at the expense of the Supplier) or reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.
- 8.11. Camloc shall be entitled to reject any Goods delivered in excess of those stated in the Order or accept them and to store them at the risk and cost of the Supplier for a reasonable period.
- 8.12. Camloc shall be entitled to reject and return to the Supplier at the risk and cost of the Supplier any Goods delivered prior to the date stated in the Order or to accept them and to deduct its reasonable storage charges from the Price of those Goods.
- 8.13. Camloc shall on rejecting Goods delivered within a reasonable time inform the Supplier of the rejection and the reasons for the rejection and will store the Goods at the risk and expense of the Supplier pending collection of the Goods by the Supplier and if the Goods have not been collected within 14 days of the notice of rejection return the Goods at the risk and expense of the Supplier.
- 8.14. Camloc shall not be obliged to return to the Supplier, any packaging or packing materials for the Goods, whether or not any Goods are accepted by Camloc.

## **9. Risk and Property**

- 9.1. Risk in the Goods shall pass to Camloc on delivery of the Goods in accordance with the Order and acceptance of them by Camloc, without prejudice to any right of rejection which may accrue to Camloc under these Conditions or otherwise.
- 9.2. The property in the Goods shall pass to Camloc upon delivery, unless any payment for the Goods is made prior to delivery, when it shall pass Camloc when payment is made.

## **10. Insurance**

- 10.1. The Supplier shall at all times insure and keep itself insured with a reputable insurance company against:
  - 10.1.1. All insurable liabilities under the Order or in respect of the Goods and Services, including without limitation product liability insurance in respect of all actual and contingent obligations and liabilities of the Supplier pursuant to Clause 11 and 12; and
  - 10.1.2. All risk in respect of any item owned by Camloc which is in custody, control or power of the Supplier, ensuring that Camloc is named as a co-insured on the policy, and the Supplier shall provide a copy of any relevant policy and proof of payment of premiums in respect of such policies to Camloc immediately on request.
- 10.2. The Supplier shall provide all facilities, assistance and advice requested by Camloc or Camloc's insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance of the Order, including but not limited to the provision of any Certificates and duplicates thereof in the custody or power of the Supplier whether or not previously requested or provided to Camloc.

## **11. Intellectual Property**

- 11.1. When the Order includes manufacture to Specifications provided by Camloc, the Supplier will inform Camloc of any invention or improvement in design or method of manufacture arising out of the performance of the Order by or on behalf of the Supplier and to the extent that such invention or improvement makes use of any Special Specifications the Supplier shall assign to Camloc, with full title guarantee and free from all third party rights, all intellectual property rights in any such invention or improvement, including but not limited to any patent or design rights or application in respect thereof and copyright in any drawings documents or specifications relating thereof and shall provide full details of all relevant knowhow.
- 11.2. The Supplier shall, promptly at Camloc's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Camloc may from time to time require for the purpose of securing for Camloc the full benefit of this Clause 11, including all right, title and interest in and to the intellectual property rights and all other rights assigned to Camloc in accordance with Clause 11.1.
- 11.3. The Supplier agrees to indemnify and at all times to hold Camloc, its agents, employees, officers, Subsidiaries, associated companies and assigns indemnified from and against any liability, loss (including indirect and consequential loss and loss of profits), damages, Costs and expenses (including legal expenses) awarded against or incurred or paid or payable by Camloc as a result of or in connection with any alleged or actual infringement of any patent, registered design, copyright, trade mark or other rights of intellectual property vested in any other person, firm or company resulting from the purchase, use or resale by Camloc, its servants, agents or customers of the Goods or the Services or any part.
- 11.4. The Supplier shall have no obligation to indemnify under Clause 11.3 if and to the extent that any relevant liability incurred was incurred only because the Supplier delivered the Goods or provided the Services strictly in accordance with the designs, plans or specifications supplied by Camloc.
- 11.5. For the avoidance of doubt, where, as part of an Order, Camloc provides the Supplier with a Special Specification, the Supplier shall treat such Special Specification as Confidential Information (as defined in Clause 15 of these Conditions) and the provisions of Clause 15 shall apply to the Supplier with regard to its use of such Special Specification.

## **12. Warranties and Liability**

- 12.1. The Supplier warrants to Camloc and it is a condition of the Order that the Goods:

- 12.1.1. Will be merchantable of satisfactory quality (within the meaning of the Uniform Commercial Code Sale and Supply of Goods Act 1994) and fit and suitable for any purpose held out by the Supplier or made known to the Supplier in writing at the time the Order is placed;
- 12.1.2. Will be capable of any standard of performance stated in the Order;
- 12.1.3. Will be free from defects in design and be of first class materials and workmanship throughout;
- 12.1.4. Will be of the quantity stated in the Order;
- 12.1.5. Will conform to any Specifications, although the provision or approval of any Specification by Camloc shall not limit or restrict in any way the obligations or liabilities of the Supplier under the Contract.
- 12.1.6. Will correspond with any relevant sample and be of no less a quality than any prototype or trial products provided by the Supplier;
- 12.1.7. Will be safe and without risk to health when properly used;
- 12.1.8. Will comply with all relevant statutory rules and regulations, including without limitation as to the sale of goods, health and safety and environmental matters, from time to time in force in countries where it is stated in the Order that the Goods are to be processed, incorporated into other products or sold to or used by any end user; and
- 12.1.9. will be compatible with, not injurious to or react in any adverse manner with any other component, part or material of any nature ordinarily or in the knowledge of the Supplier forming part of or being in proximity to the Goods in any finished product, component or sub-component, manufacturing or installation process.
- 12.2. The Supplier warrants to Camloc and it is a condition of the Order that the Services:
  - 12.2.1. Will be performed by appropriately qualified and trained personnel, with due care and skill and to such high standard of quality as it is reasonable for Camloc to expect in all the circumstances or to such higher standard as is held out by the Supplier or made known to the Supplier in writing at the time the Order is placed;
  - 12.2.2. Will be of the scope stated in the Order;
  - 12.2.3. Will conform to any Specifications in the Order and Specifications provided by the Supplier, although the provision or approval of any Specification by Camloc shall not limit or restrict in any way the liabilities or obligations of the Supplier under the Contract;
  - 12.2.4. Will correspond with any services provided by the Supplier during any trial period;
  - 12.2.5. Will be performed safely and without causing any risk to health; and
  - 12.2.6. Will comply with all relevant statutory rules and regulations, including without limitation, as to the supply of services, health and safety and environmental matters, from time to time in force in countries where it is stated in the Order that the Services are to be performed.
- 12.3. The Supplier warrants that, without prejudice to any other provisions of this Clause 12, that the Goods and Services will comply with any functional or performance data where there is any inconsistency with any design or technical data relevant to the Goods and Services.
- 12.4. If any Goods or Services are not supplied or performed in accordance with the Contract, without prejudice to any other right or remedy to which it may be entitled, Camloc shall be entitled to require the Supplier to repair the Goods or to supply replacement Goods or to re-perform the Services in accordance with the Contract within such time as Camloc shall reasonably determine. If the Supplier shall fail to replace any rejected Goods or Services within a reasonable time Camloc shall have the right to purchase replacement goods or services from another source and any money paid by Camloc to the Supplier in respect of the rejected Goods and Services together with any additional expenditure over and above the Price reasonably incurred by Camloc in obtaining replacement goods or services shall be paid by the Supplier to Camloc.
- 12.5. If any product produced by Camloc is subject to a recall as a result of any matter arising out of or in connection with the Goods or Services, the Supplier will provide all reasonable assistance as Camloc may require and participate in such recall at the Supplier's cost.
- 12.6. The Supplier shall indemnify Camloc in full against all liability, loss, damages, Costs and expenses (including legal expenses) awarded against or incurred or paid or payable by Camloc as a result of or in connection with:
  - 12.6.1. the breach of any warranty given by the Supplier in relation to the Goods or the Services;
  - 12.6.2. any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person in relation to the Order, except to the extent that the claim arises from compliance with any Specification or the use of materials supplied by Camloc;
  - 12.6.3. any liability under any statutory rule or regulation from time to time in force; and
  - 12.6.4. any act or omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering and installing the Goods or in performing the Services.
- 12.7. In the event that any product produced by Camloc incorporating any Goods or produced utilising any Services is exchanged or replaced as a result of its non-compliance with any matter warranted pursuant to Clause 12.1 and 12.2, the Supplier shall pay to Camloc, without prejudice to the provisions of Clause 12.6, the lesser of the Price of the Goods exchanged or replaced or the relevant Services and the price of the products refunded or exchanged less any reasonable resale value of the returned product taking into account its costs of repair and resale.
- 12.8. All warranties and obligations of the Supplier under or in relation to its performance or non-performance of the Contract shall in no respect be restricted or otherwise diminished by the assignment or sub-contracting of any of its obligations under the Contract notwithstanding any consent given by Camloc to such assignment or sub-contracting. The warranties and remedies provided for in these Conditions shall be in addition to those implied by or available at law and shall continue in force notwithstanding the acceptance by Camloc of all or in part of the Goods or the Services in respect of which such warranties and remedies are applicable.
- 12.9. The Supplier shall not be liable pursuant to Clauses 12.7 or 12.8 to the extent that:
  - 12.9.1. The installation or use of the Goods by Camloc or its customers is defective or improper provided that such installation or use was not carried out in accordance with any instructions or guidance provided by the Supplier;
  - 12.9.2. there are defects in or improper matching with products not provided by the Supplier provided that the Supplier did not recommend the matching of the Goods with such other products; or
  - 12.9.3. Defects arise solely as a result of the Goods being incorporated into products used for racing or competitive events.
- 12.10. In the event Camloc makes a claim to Supplier for breach of its warranty(ies), circumstances permitting, Supplier shall be afforded reasonable opportunity to confirm that such a breach has occurred and to cure if feasible.

### 13. Force Majeure

- 13.1. Neither the Supplier nor Camloc shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or the Services, if the delay or failure is beyond that party's reasonable control.

- 13.2. A party claiming to be unable to perform its obligations under the Contract in any of the circumstances described in Clause 13.1 must immediately notify the other in writing of the nature and extent of the circumstances in question.
- 13.3. This Clause 13 shall cease to apply when such circumstances cease to have effect on the performance of the Contract.
- 13.4. In the event of a failure by the Supplier to perform as required by the Order arising from any causes or events beyond its reasonable control Camloc shall be entitled to obtain the Goods or the Services elsewhere for the duration of such failure and to reduce, pro tanto, and without any obligation upon Camloc, the quantity or amount of the Goods or the Services ordered from the Supplier under the Order.
- 13.5. If the Supplier is unable to resume performance within a reasonable time after the due date Camloc may cancel the Order by notice in writing to the Supplier and shall be under no liability whatsoever to the Supplier in respect of such cancellation.

#### 14. Termination

- 14.1. Camloc shall be entitled to cancel the Order in respect of all or part only of the Goods and/or the Services by giving notice to the Supplier at any time prior to delivery of the Goods or the completion of the performance of the Services, in which event Camloc's sole liability shall be to pay to the Supplier the Price of the Goods or Services in respect of which Camloc has exercised its right of cancellation, less the Supplier's gross saving of cost arising from cancellation.
- 14.2. Without prejudice to any other rights or remedies to which it may be entitled Camloc may by written notice to the Supplier terminate the Contract forthwith and without liability if:
  - 14.2.1. The Supplier commits a material breach of the Contract;
  - 14.2.2. An order is made or a resolution is passed for the winding-up of the Supplier, except in the case of a voluntary winding-up for the purposes of a genuine reconstruction or amalgamation;
  - 14.2.3. An administrative order is made or a petition for such an order is presented in respect of the Supplier;
  - 14.2.4. A receiver (which expression includes an administrative receiver) is appointed in respect of the Supplier or all or a substantial part of its assets;
  - 14.2.5. The Supplier is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
  - 14.2.6. Any voluntary arrangement in respect of the Supplier is proposed under section 1 of the Insolvency Act 1986;
  - 14.2.7. The Supplier (being an individual or a firm) becomes bankrupt;
  - 14.2.8. any event analogous to any of those listed in Clauses 14.2.2 to 14.2.7 occurs in respect of the Supplier in any jurisdiction where the Supplier is incorporated, resident or carries on business;
  - 14.2.9. the Supplier ceases or threatens to cease to carry on business;
  - 14.2.10. Camloc reasonable apprehends that any of the events listed in Clause 14.2 mentioned above is about to occur in respect of the Supplier; or
  - 14.2.11. the Control of the Supplier is acquired by any person, who did not have Control of the Supplier at the date of the Order.

#### 15. Confidentiality

- 15.1. In this Clause 15, "**Confidential Information**" means all confidential information disclosed (whether in writing, orally or by another means and whether directly or indirectly by a party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") whether before or after the date of the Contract including without limitation, information relating to the Disclosing Party's products, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs.
- 15.2. The Receiving Party, including without limitation after termination for any reason or completion of any obligations under the Contract, and in addition to the obligations imposed by any confidentiality agreement entered into between the parties:
  - 15.2.1. May not use Confidential Information for a purpose other than the performance of its obligations under the Contract;
  - 15.2.2. May not disclose Confidential Information to a person except with the prior written consent of the Disclosing Party or in accordance with Clause 15.3 and 15.4; and
  - 15.2.3. Shall make every effort to prevent the use or disclosure of Confidential Information.
- 15.3. Until termination or completion of any obligations under the Contract the Receiving Party may disclose Confidential Information to any of its directors, other officers, employees, sub-contractors (if any) and customers (a "**Recipient**") to the extent that disclosure is necessary for the purposes of the Contract.
- 15.4. The Receiving Party shall ensure that a Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality under the Contract as if the Recipient was a party to the Contract.
- 15.5. Clauses 15.2 to 15.4 do not apply to Confidential Information which:
  - 15.5.1. Is at the date of the Contract, or at any time after that date becomes, publicly known other than by the Receiving Party's or Recipient's breach of the Contract; or
  - 15.5.2. Can be shown by the Receiving Party to the Disclosing Party's reasonable satisfaction to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party.
- 15.6. Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in these Conditions are granted to the other party or to be implied from this Contract. In particular, no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right held, made, obtained or licensable by either party now or in the future.

#### 16. Assignment and Subcontracting

- 16.1. The Order is personal to the Supplier and the Supplier shall not assign or sub-contract to any other person any of its rights or obligations under the Contract without Camloc's prior consent in writing.
- 16.2. Any consent to the sub-contracting by the Supplier of its obligations under the Contract shall be on such terms and conditions as Camloc may determine in its absolute discretion and shall not, in any event relieve the Supplier of its liability for any of its obligations under the Contract.

#### 17. No Waiver

The failure by Camloc to exercise or delay in exercising a right or remedy under the Contract shall not constitute a waiver of the right or remedy or a waiver of any other right or remedy and no single or partial exercise of any right or remedy by Camloc under the Contract shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy by Camloc.

#### 18. Invalidity

The invalidity, illegality or unenforceability of any provisions of the Contract shall not affect the continuation in force of the remainder of the Contract.

## 19. Non-Payment of Commission

No commission, gift or consideration of any kind shall be offered, given or agreed to be given by the Supplier, its employees or agents to any of Camloc's employees or agents as an inducement or reward:

- 19.1. For doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Contract; or
- 19.2. For showing favour or not showing disfavour to any person in relation to the Contract.

## 20. Notices

- 20.1. Any notice or other communication to be given under or in relation to the Contract must be in writing to the party due to receive such notice and be delivered personally or sent by prepaid recorded letter post or facsimile transmission to the party to be served at the address or facsimile number set out in the Order or such other address or facsimile number as may have been notified to the other party in accordance with this Clause 20.
- 20.2. Any such notice or other communication shall be deemed served; if delivered personally, at the time of delivery; if sent by recorded delivery post or by a courier service which is able to confirm the time and place of delivery (in the absence of earlier receipt), 72 hours after posting or despatch, and if sent by facsimile transmission and confirmed by a printed transmission receipt, at the time of transmission.

## 21. Entire Agreement

- 21.1. These Conditions together with the Order and all documents expressly incorporated in it shall constitute the entire agreement between the parties in connection with its subject matter and supersede all prior presentations, communications, negotiations and understandings concerning the subject matter of the Contract.
- 21.2. Neither party has relied on any representation except as expressly set out in the Order.
- 21.3. No variation to these Conditions or the Order shall be binding unless agreed in writing between the authorised representatives of Camloc and the Supplier.

## 22. Law and Jurisdiction

- 22.1. The Contract shall be governed by and construed in accordance with English Law.
- 22.2. Where the address of the Supplier stated in the Order is within the territory of a state in which either the Brussels Convention on Jurisdiction and Enforcement of Judgments in Civil and Commercial Matters 1968 or the Lugano Convention on Jurisdiction and Enforcement of Judgments in Civil and Commercial Matters 1988 is in force, the Supplier irrevocably agrees for the exclusive benefit of Camloc that the courts of England shall have exclusive jurisdiction to settle any dispute, suit, action or proceedings (together in this Clause 22 referred to as "**Proceedings**") which may arise out of or in connection with the Contract and further irrevocably agrees that a judgment or declaration in any Proceedings brought in the English courts shall be conclusive and binding upon the Supplier and may be enforced in the courts of any other jurisdiction.
- 22.3. In the event that Clause 22.2 shall not apply, all Proceedings which may arise out of or in connection with the Contract shall be submitted to arbitration at the London Court of International Arbitration ("**LCIA**") in accordance with the rules of the LCIA at the date of such submission. The award made by the Arbitrator shall be final, conclusive and binding upon the parties and may be entered and enforced in the courts of any other jurisdiction.
- 22.4. The Supplier irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any Proceedings in accordance with this Clause 22 and any claim that any such Proceedings have been brought in an inconvenient forum.
- 22.5. The Supplier agrees and accepts the terms of this Clause and enters into the Contract in recognition of the provisions of this Clause.