RENK UK Huddersfield Ltd. –

General Terms and Conditions of Purchase

1. INTERPRETATION

1.1 In these Terms and Conditions unless the context requires otherwise:

(a) "Buyer" means the **RENK UK Huddersfield Ltd.** (Company Number 06624684) and its successors and assigns.

(b) "Contract" means the contract between the Buyer and the Supplier, consisting of the Purchase Order, these Terms and Conditions and any other documents, or parts thereof, including drawings, which are specified in the Purchase Order.

(c) "Counterfeit Goods" means any Goods or any part thereof whose origin, age, composition, configuration (including unauthorised modification), certification status or other characteristic (including whether or not such item or part has been used previously) has been falsely represented by: (i) misleading marking of the material, labelling or packaging; (ii) misleading documentation; or (iii) any other means, including failing to disclose information.

(d) "Export Restrictions" means any (whether US, UK, EU, or otherwise) restriction, export licence, authorisation or any other related transfer control that imposes or will impose end use, end user, re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon nationality.

(e) "First Use Date" means, in the case of Goods purchased for the purpose of being integrated into the Buyer's own goods, the date on which the Buyer's goods are first commissioned or, in the case of all other Goods, the date on which the Goods are delivered to the Buyer's customer.

(f) "Goods" means all goods (to be) supplied by Supplier under or in connection with the Purchase Order and any deliverables resulting from Service (including, in either case, any part of them).

(g) "Purchase Order" means the Buyer's purchase order to which these Terms and Conditions shall apply.

(h) "Restricted Country" means Belarus, the Crimea, Luhansk and Donbas regions of Ukraine, Cuba, Iran, Myanmar (Burma), North Korea, Russia, South Sudan, Sudan, Syria and Venezuela.

(i) "Services" means all services (to be) performed by the Supplier under or in connection with the Purchase Order.

(j) "Supplier" means the person, firm or company to whom the Purchase Order is issued and its successors and assigns.

1.2 Where "in writing" or "written" is used, this includes communication via e-mail.

2. SCOPE OF CONTRACT

2.1 The Purchase Order constitutes an offer by the Buyer to purchase Goods and Services from the Supplier in accordance with the terms of the Purchase Order and these Terms and Conditions. In the event of a conflict between the terms of the Purchase Order and these Terms and Conditions of Purchase, the Purchase Order shall prevail.

2.2 The Purchase Order shall be deemed to be accepted on the earlier of:

(a) the Supplier issuing a written acceptance of the Purchase Order; or

(b) any act by the Supplier consistent with fulfilling the Purchase Order;

at which point the Contract shall come into existence.

2.3 These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate (whether on quotations, acknowledgements, catalogues or any other correspondence from the Supplier, including correspondence both pre- and post-dated from the placement of the Purchase Order), or which are implied by trade, custom, practice or course of dealing. However, these Terms and Conditions do not apply to sales of goods or services which are already covered by an existing agreement which is signed by both the Buyer and Seller.

3. DELIVERY OF GOODS AND PERFORMANCE OF SERVICES

3.1 The Supplier shall deliver the Goods and/or perform the Services during regular business hours (as applicable at the place of delivery/performance) in accordance with the time schedule in the Contract. The Supplier shall furnish such programmes of manufacture and delivery as the Buyer may reasonably request. Unless otherwise agreed in the Contract, the Supplier shall deliver the Goods in accordance with Incoterms 2020 "DDP" (delivered duty paid) and the Contract to the destination specified in the Contract.

3.2 Time is of the essence for performance of the Contract by the Supplier. Without prejudice to any other rights or remedies available to it, the Supplier shall inform the Buyer in writing without delay if circumstances become apparent which indicate that the agreed time for delivery of Goods and/or performance of Services will not be met.

3.3 If the Supplier fails to deliver the Goods and/or perform the Services by the agreed time, the Buyer shall, without limiting or affecting the other rights or remedies available to it, have the following rights:

(a) to terminate the Contract in full or in part with immediate effect by giving written notice to the Supplier but without any further liability to Supplier;

(b) to require that the Supplier, at no additional cost to the Buyer, to expedite manufacture and supply of the Goods and/or performance of the Services, including the scheduling of additional shifts, night-time working, utilisation of additional manpower, and delivery by air freight;

(c) to appoint representatives of the Buyer to monitor manufacture and supply of the Goods and/or performance of the Services; and/or

(d) to claim damages for any additional costs, loss or expenses incurred by the Buyer which are in any way attributable to the Supplier's failure to meet such dates.

3.4 If the Supplier fails to deliver the Goods and/or perform the Services by the agreed time the Buyer may, at its option as an alternative to its rights under section 3.3(a) and 3.3(d), but without prejudice to its other remedies in section 3.3, claim or deduct liquidated damages. The liquidated damages shall accrue at the rate of 1.5% of the Contract price for every week of delay, up to a maximum cap of 15% of the Contract price. The liquidated damages shall become due upon Buyer's demand in writing. If the liquidated damages reach 15% of the Contract price, or the Buyer has reasonable grounds to believe that the delay will continue until they become capped, the Buyer may terminate the Contract in full or in part with immediate effect by giving written notice to the Supplier. Upon such termination, the Buyer shall have no further liability to the Supplier.

3.5 The Supplier shall send a detailed advice note to the Buyer at the same time as Goods are despatched, quoting the Purchase Order number, weight of the Goods, the number of pieces, the export classification (where applicable) and any other details which the Buyer may specify. A duplicate advice note must be enclosed with the Goods.

3.6 In addition, the Supplier shall: (i) provide the Buyer, upon request, and in terms satisfactory to the Buyer, with certificates of origin, certificates of conformity, declarations, documents and data pertaining to trade requirements; and

(ii) furnish full details regarding all immediate and long-term potential hazards or dangers relating to the Goods and the most appropriate safety precautions to be taken in connection with the use and handling of the Goods.

3.7 Where it is agreed in the Contract that Goods and/or Services are to be accompanied by certificates of origin, certificates of conformity or any other documentation then delivery of the relevant Goods and/or Services shall not be deemed to have occurred until the Buyer is in receipt of all such documentation.

3.8 All Goods must be packaged: (i) securely so as to prevent damage during loading, transportation and off-loading; and (ii) in compliance with the Buyer's packaging specifications if provided to the Supplier.

3.9 Partial shipments of Goods or early deliveries may only be made with the Buyer's prior written approval. In the event of a delivery earlier than agreed, the Buyer reserves the right to return the shipment at the expense of the Supplier. If the Buyer does not return an early delivery, it may store the Goods up to the delivery date at the Supplier's risk and expense.

3.10 If, for any reason, the Buyer is unable to accept delivery of the Goods at the time specified in the Contract, the Supplier shall, if requested by the Buyer, store the Goods and maintain them in merchantable condition. Subject to prior written agreement, the Buyer shall reimburse the Supplier for the reasonable costs of such storage.

3.11 If the Supplier is required to operate on premises owned or operated by or on behalf of the Buyer, then the Supplier shall comply with all the Buyer's site security and safety rules and procedures at its own expense. These include, but are not limited to, using appropriate personal protective equipment, attending site induction training, removing all waste, debris, surplus materials and temporary structures, and leaving the site tidy. The Supplier bears the risk of loss and damage for all materials used or to be used until completion of the Contract.

3.12 The Supplier acknowledges that its supply of the Goods and/or performance of the Services is integral to the performance by the Buyer of the Buyer's obligations contained in the contracts with the Buyer's customers ("Head Agreements") and the Supplier therefore agrees: (i) to provide all assistance that the Buyer may request from the Supplier to enable the Buyer to fulfil its contractual obligations under the Head Agreements; and (ii) that it shall not cause the Buyer to be in breach of those Head Agreements as a result of any act or omission on the part of the Supplier.

4. TRANSFER OF RISK AND TITLE

4.1 Unless the parties agree otherwise, the risk of loss and damage passes to the Buyer at the time of receipt of the Goods. Where an Acceptance Procedure (as defined in section 6.3) is agreed or required, the date of final acceptance by the Buyer will determine the transfer of risk.

4.2 Title to all or the relevant part of the Goods passes to the Buyer on the earlier of (i) payment for such Goods or part thereof; and (ii) delivery of such Goods. Where title to all or any part of the Goods has passed to the Buyer but the Goods remain in the possession of the Supplier, the Supplier shall clearly label the Goods as the property of the Buyer and store them separately from all other goods. The Supplier warrants that when legal title passes to Buyer the Goods shall be free and clear of any liens, claims, security interests and/or other encumbrances.

5. PRICE AND PAYMENT

5.1 The price(s) for the Goods and/or Services must be specified in the Contract and remain fixed for the term of the Contract.

5.2 Unless otherwise stated in the Purchase Order, the price payable for the Goods and/or Services is: (i) exclusive of value added tax ("VAT") but inclusive of all other sales taxes; and (ii) inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods, all travel expenses, food and beverage, accommodation and other costs related to the Services and all duties, licenses, permits and taxes (other than VAT or other sales tax) as may be payable for the Goods and/or Services from time to time.

5.3 If the Purchase Order states that VAT or other sales tax is payable with respect to any Goods or Services, the Buyer is only required to pay such tax upon receipt of a valid VAT or other sales tax invoice.

5.4 Unless otherwise specified in the Purchase Order, and subject to the Supplier complying with its obligations under the Contract, the Buyer shall pay for the Goods and/or the Services by the end of the third month following the month of receipt of the Supplier's duly prepared and accurate invoice. The Supplier may not issue the invoice until the relevant Goods have been delivered to the Buyer and/or the relevant Services have been completed. Invoices must always include the official order number and comply with all applicable laws and any specifications requested by the Buyer.

5.5 The Buyer may withhold payment of any disputed or insufficiently documented amounts included in any invoice. The Buyer may further set-off any sum due from the Supplier to the Buyer against any amount due from the Buyer to the Supplier under the Contract or any other agreement between the parties.

5.6 Where the Buyer agrees to make an advance payment to the Supplier such payment shall be conditional upon the Supplier providing an advance payment bond for the corresponding sum to the Buyer. Such advance payment bond shall be in a form acceptable to the Buyer.

5.7 Payment of an invoice by the Buyer does not constitute acceptance of the Goods and/or Services covered by the invoice and is without prejudice to any claims the Buyer may have against the Supplier in connection with the Contract.

6. QUALITY, INSPECTION & TESTING

6.1 If the Supplier becomes aware that the Goods or Services do not comply with quality requirements and the Supplier's warranties as defined in sections 7, or if the Supplier has legitimate doubts regarding the Goods' or Services' compliance with such requirements, then the Supplier shall promptly notify the Buyer in writing and shall advise the Buyer on any further steps to be taken. The same applies if the Supplier becomes aware of property or security rights of third parties which conflict with the unrestricted use of the Goods or Services by the Buyer. Receipt and handling of such information by the Buyer is without prejudice to any claims the Buyer may have against the Supplier resulting from such non-compliance.

6.2 The Buyer may inspect the Goods or Services at any time prior to delivery or completion of the Goods or Services at the Supplier's premises or at any other location. Inspection by the Buyer does not relieve the Supplier of its responsibility or liability for the Goods and Services and does not imply the Buyer's acceptance of the Goods or Services. The Buyer's right of inspection prior to delivery is without prejudice to the Buyer's right to reject the Goods after delivery.

6.3 If, according to the Contract, the Goods or Services are to undergo tests to verify their compliance with the Contract ("Acceptance Procedure") the Supplier shall notify the Buyer that the Goods or Services are ready for testing. Such notification must be given at the times stated in the Contract or, if no time is specified, as soon as practicable after the Goods have been manufactured or the Services performed.

Unless otherwise stated in the Contract, the tests shall be carried out by the Supplier at the Supplier's premises at a time acceptable to the Buyer and in the presence of one or more representatives of the Buyer. If the Goods or Services fail the tests, the Buyer may exercise its rights under section 8.1 below.

6.4 The Buyer may call for certificates of raw materials and test certificates for materials and equipment used in the sourcing and manufacture of the Goods. The Supplier shall provide such certificates to the Buyer in terms acceptable to the Buyer within 5 working days after receipt of such request or as otherwise agreed.

7. WARRANTIES

7.1 Without prejudice to any warranties under the Contract or any other legal grounds, the Supplier warrants that the Goods will:

(a) be fit for any purpose that the Buyer expressly or impliedly makes known to the Supplier or, in the absence of the same, any purpose for which goods of a similar kind and quality are commonly used;
(b) conform to any specifications stipulated in the Contract in all respects and, where applicable, to any samples or drawings;
(c) be new and unused, of sound materials and workmanship and free from any defects in design, materials and workmanship (latent or otherwise);
(d) conform to all applicable international and local laws and regulations relating to the design, manufacture, origin, sale, packaging, labelling, safety standards and use of the Goods, which are in force on the date of delivery;
(e) be accompanied by all instructions and documentation (accurate in all respects) as may be necessary for the proper use, storage, operation, consumption, transportation and disposal of such Goods;
(f) not contain any conflict materials (as defined by applicable UK, US, or EU law from time to time) and the Supplier will provide such certifications and confirmation of this as the Buyer may request; and
(g) not be, or contain, Counterfeit Goods.

7.2 The warranty set forth in section 7.1(c) apply for a period of 12 months from the First Use Date or 18 months from delivery, whichever expires first, unless any longer period is stipulated in the Purchase Order. Replacement or repaired goods shall be covered for a period of 12 months from the date on which the same are delivered (or as the case may be re-delivered), reinstalled and have passed any tests to which the Buyer reasonably requires them to be subjected.

7.3 In addition to any other warranties the Buyer may have under the Contract or any other legal grounds, the Supplier warrants that all Services will be performed:

(a) So as to conform to any specifications stipulated in the Contract;
(b) with care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
(c) in full compliance with all applicable international and local laws and regulations; and
(d) so as to ensure that the Services completed under the Contract are free from defects in materials and workmanship and are fit for any purpose that the Buyer expressly or impliedly makes known to the Supplier, or any purpose for which services of that type are normally supplied.

7.4 These warranties shall extend to any substituted or remedial Services and repaired or replacement Goods supplied by the Supplier.

8. REMEDIES

8.1 If the Goods or Services fail to comply with the requirements of the Contract or to conform with the Supplier's warranties, then, without prejudice to any other rights or remedies available to it, the Buyer shall have one or more of the following rights, whether or not it has accepted the Goods or Services:

(a) to refuse to take delivery of the relevant Goods (and/or any further deliveries of Goods under the Contract) and/or further performance of the Services;
(b) to require the Supplier to repair or replace the relevant Goods, or reperform the relevant Services, at the Supplier's sole cost within any period reasonably specified by the Buyer, however at the latest within 21 days of receipt of the Buyer's request;
(c) to itself repair the relevant Goods or (re)perform the relevant Services instead of the Supplier or have such repair/(re)performance carried out by a third party at the Supplier's sole cost;
(d) to permanently reject the relevant Goods or Services and to receive such refund or discount of the Contract price as the Buyer, acting reasonably, considers equitable in the circumstances;
(e) to accept the relevant Goods or Services but also to receive such refund or discount of the Contract price as the Buyer, acting reasonably, considers to fairly reflect the reduction in the Goods' or Services' value; and/or
(f) claim compensation from the Supplier for all costs, expenses, damages and other losses incurred by the Buyer due to the defective Goods or Services.

8.2 In the event that the Buyer and/or its group companies make (collectively or individually) valid warranty claims in respect of 20% or more of Goods of the same kind then the Buyer shall be entitled to declare (by giving notice to the Supplier) that there is a 'serial defect' affecting goods of that kind. The effect of such a declaration will be that all goods of that type supplied by the Supplier to the Buyer and/or the Buyer's group companies shall be deemed to have one or more latent defects and be in breach of the Supplier's warranties under the relevant contracts of sale (to the extent such warranties have not already expired) and the Buyer shall be entitled to exercise its rights under section 8.1 above accordingly.

8.3 With regard to all defects, the Supplier shall:

(a) re-conduct all tests and trials as is necessary in the circumstances in respect of any rectified item within 10 Business Days after the rectification is complete, or such other reasonable period as the Parties agree in writing; and
(b) conduct an analysis of the defect to determine its root cause and take measures to ensure that it does not re-occur.

8.4 If the Contract for the supply of Goods and/or Services made pursuant to it would cause the Buyer to be in breach of an applicable embargo or sanction or if any Goods or Services (or portion thereof) supplied pursuant to the Contract are from a Restricted Country then, without prejudice to any other rights or remedies available to it, the Buyer shall be entitled to rescind the Contract by notice to the Supplier, whether or not the Buyer has accepted the Goods or Services.

9. INDEMNITY AND INSURANCE

9.1 Without prejudice to any other rights or remedies available to it, the Supplier shall indemnify the Buyer and its employees, officers, agents, customers, end-users successors and assignees ("Indemnified Parties") against all liabilities, costs, expenses, damages and losses (including all reasonable professional fees and expenses and the costs of

any product recalls) suffered or incurred by the Indemnified Parties arising out of or in connection with:

(a) any breach by the Supplier or its subcontractors of the Contract (including any late delivery of Goods or performance of the Services);
(b) any negligence, wilful default or wrongful act or omission of the Supplier or its subcontractors;
(c) any claim made against any Indemnified Party 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; or
(d) any claim made against any Indemnified Party by a third party arising out of, or in connection with, defects in the Goods or Services, as delivered.

9.2 Nothing in these Conditions shall exclude or limit the liability of either party for: (i) death or personal injury caused by their negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that may not be lawfully limited or excluded.

9.3 Neither party shall be liable for any indirect or consequential loss or damage.

9.4 During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance adequate to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

10. INTELLECTUAL PROPERTY, CONFIDENTIALITY AND DATA PROTECTION

10.1 Any know-how, confidential information and intellectual property rights including (without limitation) patents, trademarks, service marks, design rights, utility models (each whether registered or unregistered), copyrights (including any future copyrights), moral rights and any application for any of the foregoing, developed by the Supplier, or on behalf of the Supplier, in connection with (i) specifically designed Goods, (ii) the provision of the Services, (iii) a Buyer-specific modification of a product or (iv) a part or the design of a tool ("New IP Rights") shall become the property of the Buyer and is covered by the payment of the price for the Goods and Services. The Supplier shall take all actions reasonably necessary to secure the assignment of the New IP Rights to the Buyer. The Supplier shall not use any New IP Rights other than for the purposes of the Contract.

10.2 The Buyer shall be entitled to use, copy and transmit to third parties any drawings, technical documents or other commercial or technical information provided by the Supplier in connection with the Buyer's, its customer and any end-users' use of the Goods and Services.

10.3 The Supplier shall keep confidential all information and documents that the Buyer makes available to it, or that it otherwise acquires relating to the Buyer's business, or that it creates or produces, or has created or produced, specifically in connection with the performance of the Contract for the Buyer. The Supplier shall not use or cause to be used such information or documents other than for the purposes of the Contract. Such obligation will continue in force notwithstanding termination or completion of the Contract, however caused, although such provisions do not apply to any information or document in the public domain or coming into the public domain other than through the Supplier's violation of its obligations and to such information disclosed to the Supplier's subcontractors to the extent necessary for performance of the Contract. Without prejudice to the foregoing sentences, nothing in this Contract shall transfer to the Supplier, or confer on the Supplier any rights in respect of, any intellectual property rights of the Buyer (past, present or future).

10.4 The Supplier shall not make any reference to the Buyer in its advertising, literature or correspondence without the Buyer's prior written consent. Nothing in the Contract will entitle the Supplier to use any name, trademark or logo of the Buyer.

10.5 The parties each warrant that when performing the Contract, they will comply with all applicable data protection laws and regulations. Upon request each party will provide all assistance reasonably necessary to enable the other party to comply with applicable data protection laws and regulations. Copies of the Buyer's data protection policies are available at Compliance.

11. FREE ISSUE MATERIALS

11.1 Any material, software, equipment, tools objects, documents and auxiliary resources: (i) provided by the Buyer to the Supplier; or (ii) purchased or manufactured by the Supplier in connection with this Contract and paid for by the Buyer shall be considered ("Free Issue Materials").

11.2 Free Issue Materials provided by the Buyer shall remain the property of the Buyer at all times. Ownership of Free Issue Materials acquired or manufactured by the Buyer shall automatically transfer to Buyer upon acquisition or completion of manufacture (as the case may be). No further action by any party is required to make such transfer effective.

11.3 The Supplier shall not claim or have, and shall procure that its sub-contractors nor any other person shall claim or have, a lien on the Free Issue Materials, for any sum due to the Supplier, its sub-contractors or any other person.

11.4 The Supplier shall: (i) mark Free Issue Materials as being the Buyer's property, and upon request prove such marking through photos or otherwise; (ii) use the Free Issue Materials exclusively for the provision of Services or for the manufacturing of the Goods; (iii) insure the Free Issue Materials up to their full replacement value on terms reasonably acceptable to Buyer; (iv) maintain all Free Issue Materials in good order and condition (fair wear and tear excluded), and make good any damage or waste at its own expense; and (v) deliver Free Issue Materials to *the* Buyer on demand. Failure to comply with any request to deliver up shall entitle the Buyer to enter the Supplier's premises for the purposes of repossessing such materials.

12. ASSIGNMENT AND SUBCONTRACTORS

12.1 The Supplier shall not assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract without the Buyer's prior written consent. The Supplier shall require its subcontractors to comply with all obligations under this Contract. Notwithstanding any consent given by the Buyer, the Supplier shall remain liable to the Buyer for any acts or omissions of its subcontractors as if they were its own.

13. VARIATION AND SUSPENSION

13.1 Variation: The Buyer may issue a written notice expressed as a "Variation Notice" requiring the Supplier to provide a quotation for carrying out a variation to the scope, specification or other supply terms of the Goods and/or the Services (including without limitation to flow down contractual requirements arising from any Head Agreements with the Buyer's customers). Within 10 Business Days of service of a Variation Notice, the Supplier must provide a detailed breakdown of any proposed increase or decrease in the purchase order price as a result of the variation (if any).

After 10 business days from service of the Variation Notice, whether or not the price breakdown has been received, the Buyer may direct the Supplier to alter, amend, omit, add to or otherwise vary the scope, specification or other supply terms of the Goods and/or Services and the Buyer will be bound by any such variations. A variation may involve the omission of any part of the supply of the Goods or Services and the Buyer may engage others to perform that part omitted. No variation issued in accordance with the Contract will vitiate or invalidate the Contract. The amount by which the Purchase Order price will be increased or decreased (if any) for each variation must be determined by agreement between the parties or, failing agreement, by a valuation made by the Buyer on the basis of the rates and prices set out in the Purchase Order; or insofar as there are no applicable rates and prices set out in the Purchase Order, by a reasonable valuation made by the Buyer. The Supplier is not entitled to any other payment (pursuant to this Contract or otherwise at law) in relation to any variation.

13.2 Suspension: The Buyer has the right, at any time and for any reason, to suspend performance of all or any of the Supplier's obligations under this Contract by giving the Supplier reasonable notice in writing. On receipt of a notice of suspension from the Buyer the Supplier must suspend performance of the relevant obligations until such time as the Buyer directs the Supplier to resume performance of those obligations by notice in writing. At such time, the Supplier must recommence the performance of those obligations in accordance with the Contract as soon as reasonably practicable. The Buyer will reimburse the Supplier's reasonable, evidenced costs arising as a direct result of such suspension and resumption of work and will extend the delivery dates by a reasonable period being not less than the period of suspension.

14. TERMINATION

14.1 The Buyer may terminate all or any part of the Contract for convenience by serving written notice upon the Supplier, upon receipt of such notice the Supplier will immediately stop all work. Buyer shall pay Supplier all its reasonable, substantiated direct costs sustained as a result of such termination, however such costs shall not exceed the portion of the price that represents the completed part(s) of the Goods and/or Services. Such reimbursable expenses shall not include business profit, fixed overhead, royalties, development costs and other similar costs of the Supplier. In consideration of the payment made, Supplier shall deliver or assign to Buyer any Goods in progress and Buyer shall be entitled to use said Goods at its own discretion. Supplier undertakes to impose corresponding obligations on its sub-contractors.

14.2 Without affecting any other right or remedy available to it, Buyer may terminate all or any part of the Contract with immediate effect by giving written notice to the Supplier if:

(a) there is a delay in delivery/performance and the Buyer exercises its termination rights under sections 3.3 or 3.4;
(b) the Supplier commits a material breach of any term of the Contract which breach is irremediable, or if such breach is remediable fails to remedy that breach within a period of 30 days after being notified in writing to do so;
(c) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business, or any analogous procedure in a relevant jurisdiction;
(d) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
(e) any export license is not granted or revoked, any breach of section 16, or the Supplier fails to notify the Buyer promptly and correctly of the Export Restrictions which are applicable to the Goods and/or Services prior to entering into the Contract; or
(f) the Buyer terminates any other Contract for reason of Supplier breach.

14.3 Those conditions expressly or impliedly having effect after termination continue to be enforceable notwithstanding termination.

14.4 Without prejudice to its other rights and remedies at law, if the Buyer terminates the Contract pursuant to section 14.2 or rescinds the Contract pursuant to section 8.4, it shall have rights to:

(a) 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;
(b) require the Supplier to deliver up the Goods and any equipment, Free Issue Materials, apparatus and materials which would have been supplied to Buyer in the course of Supplier's performance of the Services, with the value of such Goods, equipment, apparatus and materials being (to the extent not already paid for by the Buyer) set-off against any sums (including damages) due to the Buyer;
(c) require the Supplier to promptly novate or assign to the Buyer any contracts the Supplier has with suppliers and subcontractors, to the extent that they relate to the Supplier's performance of the Contract; and/or
(d) require the Supplier to provide (at no cost to Buyer) such advice, assistance and cooperation as may reasonably be required by Buyer to enable the Buyer itself or a substitute supplier appointed by the Buyer to complete the Goods and/or Services.

15. ETHICS AND COMPLIANCE

15.1 The Supplier warrants and represents to Buyer that when performing the Contract it will comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to their activities.

15.2 The Supplier warrants and represents to Buyer that it has not been debarred or declared ineligible to contract with or directly or indirectly supply goods or services to any government entity, or government funded project, anywhere in the world.

15.3 The Supplier warrants and represents that it has received copies of and, when performing the Contract it will comply with the requirements of, the RENK UK Huddersfield Ltd Third Party Code of Conduct and Supplier Code of Conduct (in each case as updated from time to time). Copies of these policies are available at Compliance.

16. IMPORT AND EXPORT CONTROL

16.1 The Supplier represents and warrants to the Buyer that when performing the Contract it will comply with all applicable import and export control laws and regulations.

16.2 The Supplier warrants and represents that, prior to entering into the Contract, it has notified the Buyer in writing if all or any part of any Goods and/or Services (including information and software) to be delivered under this Contract is or will be subject to any Export Restriction or has its origin in a Restricted Country. The Supplier shall notify the Buyer immediately if it becomes aware, or reasonably suspects, that an Export Restriction applies to the Goods and/or Services (or their origin is in a Restricted Country) in any such case that it has not previously notified to the Buyer.

16.3 Upon request the Supplier will provide all information about the Goods and/or Services including their constituent parts, that may be reasonably necessary for the Buyer's compliance with applicable import and export control laws and regulations.

17. GOVERNING LAW AND JURISDICTION

17.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law.

17.2 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation, except that the Buyer shall be entitled to seek injunctive or any other relief in the courts of any jurisdiction whatsoever.

18. GENERAL

18.1 No failure or delay on the part of either party to exercise any power, right or remedy under the Contract shall operate as a waiver thereof nor shall any single or partial exercise by a party of any power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy. No waiver by a party of any breach of any of the terms and conditions of the Contract shall be construed as a waiver of any subsequent breach whether of the same or of any other term or condition thereof. No waiver by a party is validly made unless made in writing.

18.2 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. No amendment to or variation of the Contract shall be effective unless it is expressly agreed to in writing by the parties.

18.3 Except as expressly provided in the Contract, no provisions of the Contract are enforceable by a third party.

18.4 Each party confirms that it is acting on its own behalf and not for the benefit of any other person or entity.

18.5 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this provision shall not affect the validity and enforceability of the rest of the Contract.

18.6 The United Nations Convention on the International Sale of Goods will not apply.