

TERMS & CONDITIONS OF SALE

1. Interpretations

Certain words and expressions used in, and principles of interpretation applicable to, these terms are defined or set out in Clause 2 and if there is a conflict or inconsistency between any provision contained in these Conditions and any provision contained in an Order, except where provided to the contrary in the latter, these Conditions prevail to the extent of the conflict or inconsistency.

2. DEFINITIONS

"Affiliates"	means any subsidiary or parent or holding company of any company or any other subsidiary of such parent or holding company;
"Business Day"	means Monday to Friday excluding public and bank holidays in England and Wales;
"Call-Off"	means an order for an instalment of Goods held in stock in accordance with Clause 6.1;
"Conditions"	means the terms and conditions of sale set out in this document and any special terms and conditions agreed to in writing by JBP;
"Consequential Loss"	means (i) consequential or indirect loss; and (ii) loss and/or deferral of production or generation, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in (i) and whether or not foreseeable at the effective date of the Agreement;
"Contract"	means this contract between JBP and the Customer comprised of the Order and these Conditions;
"Customer"	means the person identified in the Order who buys or agrees to buy the Goods or instructs the Services from JBP;

"Customer Group"	means the Customer, and each of its Affiliates and its and their respective directors, officers and employees (including agency personnel) but shall not include any member of JBP Group. Customer Group shall also mean any contractors or subcontractors (of any tier) of the Customer and their respective Affiliates, directors, officers and employees (including agency personnel);
"Delivery Date"	means the date specified by JBP when the Goods are to be delivered;
"Goods"	means the articles which the Customer agrees to buy from JBP;
"JBP"	means John Bell Pipeline Equipment Company Limited (Company Number SC 171763) whose registered office is at Units 3/4, Camiestone Road, Thainstone Industrial Park, Thainstone, Inverurie, Aberdeenshire, AB51 5GT;
"JBP Group"	means JBP, its subcontractors (if any) and its or their Affiliates and its and their respective directors, officers and employees (including agency personnel) but shall not mean any member of the Customer Group;
"Order"	means an order, in the form JBP requires, for the purchase of the Goods and the supply of the Services (if applicable) at the Price, placed by the Customer and accepted by JBP;
"Price"	means the price for the Goods and/or Services stated in the Order excluding VAT;
"Relevant Requirements"	means all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
"Services"	means the services (if any) described in an Order which will be performed by a third party on behalf of JBP in respect of Goods including but not limited to shot blasting, bending, painting, design and/or engineering;

“Variation” means any addition to or omission from the quantity of the Goods or other change to the Goods and/or Services or the order or sequence or period in which the Goods are to be supplied or the Services carried out.

3. **CONDITIONS APPLICABLE**

- 3.1 These Conditions shall apply to all contracts for the sale of Goods and supply of Services by JBP to the Customer to the exclusion of all other terms and conditions including any terms or conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar document which are hereby rejected or (as appropriate) shall be excluded from this Contract.
- 3.2 A quotation or any similar communication by JBP is not an offer to sell or supply any Goods or provide any Services. A quotation or any similar communication is valid only for the period stated in it and is subject to withdrawal or revision by JBP at any time. A quotation or any similar communication by JBP is an estimate of the anticipated price and does not constitute the Price.
- 3.3 To order Goods from JBP the Customer shall either:
 - 3.3.1 complete and send to JBP an Order; or
 - 3.3.2 following discussion by telephone verify the Order by email on request from JBP.
- 3.4 The Order for Goods (and any Services) shall be deemed to be an offer by the Customer to purchase Goods (and any Services) pursuant to these Conditions and will be open for acceptance by JBP for a period of 20 Business Days (the “Offer Period”). No terms or conditions endorsed upon, delivered with or contained in the Order or other document will form part of this Contract.
- 3.5 Where JBP accepts the Order, it shall notify the Customer within the Offer Period.
- 3.6 Any variation or amendment to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by JBP.

4. **PRICE AND PAYMENT**

- 4.1 The Customer shall pay the Price or part thereof (as relevant) set out in the relevant invoice in full and without delay when due and without set-off or counterclaim in respect of any liability of JBP.
- 4.2 Services may be provided and/or Goods may be supplied in stages and invoices may be issued on an interim basis by JBP without prejudice to the final invoice being rendered on completion of the delivery of the Goods and / or provision of the Services or as may otherwise be agreed by JBP.
- 4.3 Unless otherwise stated, all payments due under this Contract are subject to the receipt by the Customer of a valid value added tax invoice and shall be paid within the time period specified in the invoice or, if no time period is specified, within 30 Business Days after the date of the invoice.
- 4.4 Any amount due to JBP is not to be taken to have been made or received for the purposes of this Contract unless and until the amount is received by JBP in cash or cleared funds.
- 4.5 The Price is exclusive of value added tax, which shall be added to the Price, and paid by the Customer in accordance with this Clause 4.
- 4.6 If the Customer fails to pay any sum due and payable in accordance with these Conditions interest shall accrue from the date when payment becomes due from day to day until the date of cleared payment at a rate of 8% above the Bank of England's base rate from time to time and shall accrue at such rate after, as well as before, any judgment.
- 4.7 If the Customer fails to take delivery or permit performance on the Delivery Date, as appropriate, payment for the Goods (and any Services) shall nonetheless be due in accordance with this Clause 4.
- 4.8 If the Customer fails to make any payment on the due date, or if at any time prior to the Delivery Date JBP has reasonable grounds to believe that the Customer will not be able to pay for the Goods (and any Services) in full on the due date for payment, JBP shall have the right to demand from the Customer such security as JBP may deem reasonable to secure payment and, in the absence of such security being offered to JBP within such period as JBP shall deem reasonable, JBP may suspend or cancel deliveries of any Goods or performance of any Services due to the Customer without further liability and the Customer shall indemnify JBP in respect of any losses (including without limitation loss of profit) incurred by JBP.

5. **THE GOODS AND SERVICES**

- 5.1 The Goods shall be supplied and the Services performed in accordance with the description contained in JBP's specification as set out in the Order. Any special requirements required by the Customer must be agreed in writing prior to the commencement of manufacture or modification of the Goods (where Goods are bespoke) or of the performance of the Services between JBP and the Customer. The Customer must ensure that the terms of the Order and any applicable specification are accurate and complete and provided in good time to enable JBP to perform the Contract.
- 5.2 JBP may from time to time make changes to the specification of the Goods or the performance of the Services without prior reference to the Customer which are required to comply with any applicable statutory requirements or which do not materially affect the quality of the Goods, performance of the Services or any special requirements (if any) of the Customer pursuant to Clause 5.1.
- 5.3 Where JBP undertakes to cut Goods to bespoke lengths as specified in the Order, it will do so subject to the specification (including agreed tolerances) as set out in the Order.
- 5.4 For the avoidance of doubt, JBP will only undertake performance of Services in respect of items ordered from JBP.
- 5.5 JBP may offer reasonable assistance to the Customer in the event of any request by the Customer in relation to the Goods and/or the Services. JBP will not be responsible for the accuracy of any suggestions, comments, points or other guidance given verbally by JBP in response to any such request.

6. **CALL OFF ARRANGEMENTS**

- 6.1 JBP may, by prior arrangement with the Customer, hold Goods in stock on behalf of the Customer and allow Orders to be made in instalments, subject to an overall annual cap, such cap to be intimated in writing by the Customer on an annual basis. Any Call-Off shall be treated as a separate and distinct Contract, subject to these Conditions.
- 6.2 Where the Customer does not provide sufficient Call-Offs to allow delivery in full of any Goods set aside pursuant to Clause 6.1 by the final date agreed in writing between the Customer and JBP, then the Customer shall be liable for the full cost of all Goods which remain uncalled at such date and JBP shall be entitled to charge to the Customer all costs associated with the storage of such Goods.

- 6.3 Subject to JBP having given the Customer not less than 28 days' notice, JBP may at any time following the final date sell any Goods which remain uncalled by the Customer. Where any such uncalled Goods are bespoke to the Customer, JBP may sell such Goods but is under no obligation to do so and the Customer remains liable for the full value in accordance with Clause 6.2.

7. **DOCUMENTS**

- 7.1 The Customer warrants the accuracy of any drawing, design, specification or information supplied by the Customer or produced by third parties on behalf of the Customer to JBP (including but not limited to information relating to the sea bed, subsea conditions, swells, tides, artificial obstructions, pipelines, cables and any geophysical conditions). The Customer shall indemnify JBP against all liability incurred by JBP as a result of any impracticability, inefficiency, lack of safety or defect in the Goods (or Services) where any of these is due wholly or partly to any errors, omissions or discrepancies in any such drawing, design, specification or information.
- 7.2 Any error, omission or discrepancy in such drawings, designs, specifications or information supplied by the Customer in accordance with Clause 7.1 shall be corrected by a Variation which shall be deemed to be accepted by the Customer.

8. **INTELLECTUAL PROPERTY**

- 8.1 All intellectual property generated by JBP whether on behalf of the Customer or otherwise, and registrable or unregistrable shall vest in JBP.
- 8.2 Where any designs or specifications have been supplied by the Customer for manufacture by, or to the order of JBP, then the Customer warrants that the use of those designs, or specifications for the manufacture, processing, assembly or supply of the Goods or for the performance of the Services shall not infringe the rights of any third party or be in breach of any regulation, standard or statute. The Customer shall indemnify JBP against any claims, losses, expenses or damages arising from any such infringement or breach.
- 8.3 All pre-existing intellectual property of JBP is and remains the property of JBP at all times.

9. **DELIVERY**

- 9.1 Delivery means the earliest of:
- 9.1.1 the Customer collecting the Goods at JBP's premises; or
- 9.1.2 JBP delivering the Goods to the Customer's premises; or

9.1.3 if some other place for delivery is agreed by JBP, the delivery by JBP of the Goods to that place.

If JBP agrees to deliver the Goods and the cost of such delivery is expressly included in the Price then delivery shall be made by JBP to that place. The Delivery Date shall not be of the essence nor will any delay entitle the Customer to any form of damages unless specifically provided for in the Order.

9.2 JBP may deliver the Goods (and perform any related Services) by separate instalments.

9.3 If the Customer fails to take delivery of the Goods or fails in the opinion of JBP to give adequate delivery instructions then, without prejudice to any other right or remedy available to JBP, JBP may:

9.3.1 store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or

9.3.2 sell the Goods and charge the Customer for any shortfall below the Price.

9.4 The quantity of any consignment of Goods as recorded by JBP upon despatch from JBP's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

9.5 JBP reserves the right to make an additional charge (limited to the costs incurred) if a prearranged delivery is not accepted for whatever reason.

9.6 Where JBP is obliged to perform any installation or placement of the Goods, the Customer undertakes to provide all necessary protective equipment for such activity and for the working environment in which the Goods will be transported and/or located. The Customer will take all reasonable safety precautions and observe all applicable legislation to protect the employees of JBP when delivering or working on the Goods. Such safety precautions shall apply to, but shall not be not limited to, docks, slipways, cranes and use of equipment belonging to the Customer.

9.7 Where JBP uses any third party delivery service, such service may be provided pursuant to INCOTERMS. The relevant INCOTERMS provisions shall be stated in the delivery paperwork and shall be deemed to supersede this Clause 9 in respect of delivery only.

10. **VARIATIONS**

10.1 Without invalidating this Contract the parties may agree any Variation in writing which, for the avoidance of doubt, includes email.

10.2 The Customer shall pay to JBP any additional costs arising from such agreed Variation and shall allow any extension of time to the Delivery Date resulting from the Variation and required by JBP.

11. WARRANTIES AND LIABILITY

11.1 Subject to Clause 5.2, JBP warrants that the Goods will at the time of delivery correspond to the specification given by JBP and will be free from material defects for a period of 12 months from the Delivery Date. All other warranties, conditions or terms whether implied by statute or common law or otherwise are excluded to the fullest extent permitted in law provided that:

11.1.1 nothing in this Contract shall restrict or exclude liability for death or personal injury caused by the negligence of JBP; and,

11.1.2 any exclusion or limitation on liability of JBP set out in these Conditions shall not apply in the event of JBP acting fraudulently under this Contract.

11.2 JBP shall be under no liability to the Customer:

11.2.1 in respect of any defect in the Goods arising from any drawing, design, specification or information supplied by the Customer (including but not limited to information relating to the sea bed, subsea conditions, swells, tides, artificial obstructions, pipelines, cables and any geophysical conditions);

11.2.2 in respect of any defect arising from fair wear and tear, wilful damage, negligence (other than negligence on the part of JBP), abnormal working conditions, failure to follow JBP's instructions (whether oral or in writing) and in particular the directions and advice contained in any instruction supplied by JBP and in respect of any failure to store correctly, maintain or install the Goods in accordance with JBP's recommendations, misuse or alteration or repair of the Goods without JBP's approval;

11.2.3 if the Price has not been paid by the due date for payment;

11.2.4 in respect of the Services the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the third party provider of such Services to JBP

11.2.5 in respect of any parts, materials or equipment not manufactured by JBP the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to JBP; or

11.2.6 in respect of any damage to third party property.

- 11.3 Any claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with the specification (including any Services which have been instructed) shall be notified to JBP in writing within 24 hours from the Delivery Date or (where the defect or failure was not apparent on reasonable inspection) within 5 Business Days after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify JBP in accordance with this Clause, the Customer shall be deemed to have accepted the Goods (and any Services) and shall not be entitled to reject the Goods or Services and JBP shall have no liability for such defect or failure and the Customer shall be bound to pay the Price as if the Goods had been delivered or Services performed in accordance with this Contract.
- 11.4 Without prejudice to Clauses 11.6, 11.7 and 11.8, in respect of any valid claim which is based on any defect in quality or condition or failure to meet the specification, JBP's liability shall be limited to replacing or repairing the Goods (or arranging re-performance of the Services) in question free of charge (provided the Customer returns the defective Goods to JBP) or refund to the Customer the Price (or a proportionate part thereof), as may be agreed directly with the Customer, and JBP shall have no further liability to the Customer.
- 11.5 If JBP has agreed to instruct or provide Services or undertake installation or other work, the Customer is responsible for inspecting such Services and installation and works and shall notify JBP forthwith of any defects in accordance with Clause 11.3. JBP will not thereafter be liable for any claims or losses whatsoever arising from defects in relation to such Services or installation or other work which would have been reasonably apparent upon a thorough inspection at the time.
- 11.6 JBP's total liability to the Customer, whether for breach of contract, any tortious act or omission (including negligence), breach of statutory duty, misrepresentation, misstatement, breach or warranty on the part of JBP or otherwise arising from or in relation to this Contract, shall not in any event exceed the Price paid for the relevant part of the Goods or Services found to be defective in accordance with the Clause 11.
- 11.7 Any liability on the part of JBP to the Customer arising under or in connection with this Contract shall be released immediately on the expiry of the warranty set out in Clause 11.1 save for any claim pursuant to this Contract where proceedings have been issued prior to such expiry period.
- 11.8 JBP shall be under no liability to the Customer by reason of any delay in performing, or any failure to perform, any of JBP's obligations in relation to the Goods (and any related Services), if the delay or failure was caused by any default on the part of the Customer.
- 11.9 The operation of Clauses 11.6, 11.7, 11.8 and 11.9 shall be subject to Clauses 11.1.1 and 11.1.2.

12 MUTUAL HOLD HARMLESS

- 12.1 The Customer shall be responsible for and shall save, indemnify, defend and hold harmless JBP Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
- 12.1.1 Loss of or damage to property of the Customer Group whether owned, hired, leased or otherwise provided by the Customer Group arising from, relating to or in connection with the performance or non-performance of the Contract; and
 - 12.1.2 Personal injury including death or disease to any person employed by the Customer Group arising from, relating to or in connection with the performance or non-performance of the Contract; and
 - 12.1.3 Subject to any other express provisions of this Contract, personal injury including death or disease or loss of or damage to the property of any third party to the extent that such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Customer Group.
- 12.2 JBP shall be responsible for and shall save, indemnify, defend and hold harmless the Customer Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
- 11.2.1 Loss of or damage to property of JBP Group whether owned, hired, leased or otherwise provided by JBP Group arising from, relating to or in connection with the performance or non-performance of the Contract; and
 - 12.2.2 Personal injury including death or disease to any person employed by JBP Group arising from, relating to or in connection with the performance or non-performance of the Contract; and
 - 12.2.3 Subject to any other express provisions of this Contract, personal injury including death or disease or loss of or damage to the property of any third party to the extent that such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of JBP Group.
- 12.3 Except as provided by Clause 12.1 the Customer shall save, indemnify, defend and hold harmless JBP Group from and against any claim of whatsoever nature arising from pollution emanating from the property of the Customer Group arising from, relating to or in connection with the performance or non-performance of the Contract.
- 12.4 Except as provided by Clause 12.2 JBP shall save, indemnify, defend and hold harmless the Company Group from and against any claim of whatsoever nature arising from pollution emanating from the Goods or occurring as a result of the Services arising from, relating to or in connection with the performance or non-performance of the Contract.

12.5 Notwithstanding any provision to the contrary elsewhere in this Contract, the Customer shall save, indemnify, defend and hold harmless JBP Group from the Customer Group's own Consequential Loss and JBP shall save, indemnify, defend and hold harmless the Customer Group from JBP Group's own Consequential Loss, arising from, relating to or in connection with the performance or non-performance of this Contract.

12.6 If either party becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both parties shall co-operate fully in investigating the incident.

12.7 This Clause 12 shall survive the termination of this Contract.

13. **TITLE AND RISK**

13.1 The risk in the Goods shall pass from JBP to the Customer upon collection by the Customer or delivery of such Goods to the Customer. Notwithstanding collection or delivery and the passing of risk in the Goods, the title and property in the Goods including full legal and beneficial ownership shall not pass to the Customer until JBP has received in cash or cleared funds payment in full for all Goods delivered to the Customer under this Contract.

13.2 Until title and property in the Goods passes to the Customer in accordance with Clause 13.1, the Customer shall hold the Goods and each of them on a fiduciary basis as bailee for JBP. Subject to Clause 13.3, the Customer shall store the Goods (at no cost to JBP) separately from all other Goods in its possession and marked in such a way that they are clearly identified as JBP's property. The Goods shall be covered and/or stored in such a way as to preserve their condition at the time of delivery to the fullest extent possible.

13.3 Notwithstanding that the Goods (or any part of them) remain the property of JBP, the Customer may, if required, sell the Goods in the ordinary course of the Customer's business at full market value for the account of JBP. Any such sale or dealing shall be a sale of JBP's property by the Customer on the Customer's own behalf and the Customer shall deal as principal when making such sales or dealings. Until property in the Goods passes from JBP, the entire proceeds of sale or otherwise of the Goods shall be held in trust for JBP and shall not be mixed with other money or paid into any overdrawn bank account except as shall be at all material times identifiable as JBP's money.

13.4 Until such time as title and property in the Goods passes from JBP to the Customer, the Customer shall upon request deliver up such of the Goods as have not ceased to be in existence, or have been resold, to JBP. If the Customer fails to do so, JBP may enter upon any premises owned by occupied or controlled by the Customer where the Goods are situated and repossess the Goods.

- 13.5 The Customer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of JBP. Without prejudice to the other rights of JBP, if the Customer does so, all sums whatsoever owing by the Customer to JBP shall forthwith become due and payable and the Customer's rights to possession terminate.
- 13.6 The Customer shall insure and keep insured the Goods to the full Price against "all risks" to the reasonable satisfaction of JBP until the date that property in the Goods passes from JBP and shall, whenever requested by JBP, produce a copy of the policy of insurance. Without prejudice to the other rights of JBP, if the Customer fails to do so all sums whatever owing by the Customer to JBP shall forthwith become due and payable.

14. **CANCELLATION AND DELAY**

- 14.1 No order may be cancelled by the Customer except with JBP's written agreement and on terms that the Customer shall indemnify JBP against all loss, costs (including the cost of all labour and materials), damages, charges and expenses incurred by JBP as a result of such cancellation.
- 14.2 If the Customer extends or delays the Contract or fails to take delivery of any Goods or the performance of any Services at the agreed time or (if no time is agreed) within a reasonable time then the Customer shall indemnify JBP against all loss, costs (including the cost of storage and all labour and materials), damages, charges or expense incurred by JBP as a result of such extension, delay or failure.

15. **TERMINATION BY SUPPLIER**

- 15.1 If the Customer is in breach of this Contract, or if the Customer:
- 15.1.1 is dissolved;
 - 15.1.2 makes any voluntary arrangement or composition with its creditors;
 - 15.1.3 convenes a meeting of creditors or enters into liquidation (voluntary or compulsory);
 - 15.1.4 has a receiver, manager or administrative receiver appointed for the whole or any part of its undertaking, property or assets;
 - 15.1.5 has a resolution passed or a petition presented to any court for the winding-up of the Customer (other than in order to amalgamate or reconstruct) or any person takes any step to appoint an administrator of the Customer;
 - 15.1.6 has a bankruptcy order made against it;

- 15.1.7 has, suffers or allows any execution to be levied on its assets or obtained against it;
- 15.1.8 has an encumbrancer take possession;
- 15.1.9 is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 15.1.10 the Customer ceases, or threatens to cease, to carry on business; or
- 15.1.11 JBP reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly;

then, without prejudice to any other right or remedy available to JBP, JBP shall be entitled to terminate this Contract.

- 15.2 On termination, JBP shall be entitled to suspend any further deliveries without liability, and if the Goods have been delivered (or any Services performed or in the process of being performed) but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement to the contrary.
- 15.3 Termination of the Contract shall not affect the rights and duties accrued before termination.

16. **FORCE MAJEURE**

- 16.1 JBP shall not be liable for any failure in the performance of any of its obligations under this Contract caused by factors outside of its control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond JBP's control:
 - 16.1.1 Act of God, explosion, flood, tempest, fire or accident;
 - 16.1.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - 16.1.3 Acts, restrictions, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary, or local authority;
 - 16.1.4 Import or export regulations or embargoes;
 - 16.1.5 Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);
 - 16.1.6 Adverse weather conditions;
 - 16.1.7 Difficulties in obtaining raw materials, labour, fuel, parts or machinery;

16.1.8 Power failure or breakdown in machinery at JBP's premises;

16.1.9 Acts of prevention caused by other contractors engaged by the Customer.

16.2 If a force majeure event prevents JBP from providing the Goods or performing the Services for more than ninety (90) days JBP shall, without limiting its other rights and remedies, have the right but not the obligation to cancel the Order immediately by giving written notice to the Customer and the provisions of Clauses 15.2 and 15.3 shall apply. JBP shall have no further liability in respect of such terminated Order from the date of such notice of termination.

17. **BUSINESS ETHICS**

17.1 The Customer shall:

17.1.1 comply with all Relevant Requirements;

17.1.2 have and shall maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;

17.1.3 promptly report to JBP any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of this agreement;

17.1.4 immediately notify JBP (in writing) if a foreign public official becomes an officer or employee of the Customer or acquires a direct or indirect interest in the Customer (and the Customer warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement);

17.1.5 if required to do so by JBP, certify to JBP in writing signed by an officer of the Customer, compliance with this Clause 17 by the Customer and all persons associated with it pursuant to Clause 17.2 below. The Customer shall provide such supporting evidence of compliance as JBP may reasonably request.

17.2 The Customer shall ensure that, where the Goods and/or the Services are transmitted to a third party pursuant to any wider arrangement, and such third party could be considered an "associated person", the Customer only deals with the third party on the basis of a written contract which imposes on and secures from such third party terms equivalent to those imposed on the Customer in this Clause 17 (the "Relevant Terms"). The Customer shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to JBP for any breach by such persons of any of the Relevant Terms.

17.3 Breach of this Clause 17 shall be deemed to be a material breach.

17.4 For the purpose of this Clause 17, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 17.4 a person associated with the Customer includes but is not limited to any subcontractor of the Customer.

18. ASSIGNMENT

18.1 The Customer shall not be entitled to assign this Contract or any part of it without the prior consent of JBP.

18.2 JBP may assign this Contract or any part of it to any person, firm or company.

19. CONFIDENTIALITY

A party ("Receiving Party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("Disclosing Party"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its projects or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This Clause **Error! Reference source not found.** shall survive termination of the Contract.

20. GENERAL

- 20.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 20.2 The laws of England shall govern this Contract and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.
- 20.3 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 20.4 Any waiver by JBP of any breach of, or any default under, any provision of the Contract by JBP will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of this Contract.
- 20.5 Each right or remedy of JBP under the Contract is without prejudice to any other right or remedy of JBP whether under this Contract or not.