



FT TECHNOLOGIES
STANDARD TERMS FOR THE PURCHASE OF GOODS AND SERVICES

These Terms set out the basis on which FT Technologies (UK) Limited registered in England and Wales with company number 06423361 and registered office at Sunbury House, Brooklands Close, Sunbury on Thames, TW16 7DX (**FT Technologies**) will purchase the Goods and/or Services from the Supplier.

1 INTERPRETATION

1.1 In these Terms, the following definitions apply:

Business Day:	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Contract:	the contract between FT Technologies and the Supplier for the supply of Goods and/or Services in accordance with these Terms.
Delivery Location:	has the meaning given in clause 4.2.2.
FT Technologies'	has the meaning set out in clause 5.3.9.
Materials:	
Goods:	the goods (or any part of them) set out in the Order. Save where otherwise stated in these Terms, references to Goods shall include Software.
Goods Specification:	any specification for the Goods including (but not limited to) any related production or manufacturing processes, quality or source control requirements, plans, technical drawings or technical specification documents that are: (i) provided to the Supplier by FT Technologies (including as part of any Supplier onboarding process); (ii) provided by the Supplier and approved by FT Technologies in writing (including as part of any Supplier onboarding process); or (iii) set out or referenced in the Order.
Intellectual Property Rights:	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Order:	FT Technologies' order for the supply of Goods and/or Services, as set out in FT Technologies' purchase order form.
Service Deliverables:	all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, data, specifications and reports (including drafts) but excluding Goods.
Services:	the services, including without limitation any Service Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.
Service Specification:	the description or specification for Services agreed in writing by FT Technologies and the Supplier either in the Order or otherwise, including any processes, standards, service levels or other requirements or descriptions which are (i) provided to the Supplier by FT Technologies (including as part of any Supplier onboarding process); (ii) provided by the Supplier and approved by FT Technologies in writing (including as part of any Supplier onboarding process); or (iii) set out or referenced in the Order..
Software:	the software set out in the Order.
Supplier:	the person or firm from whom FT Technologies purchases the Goods and/or Services (as specified in FT Technologies' purchase order form).

1.2 In these Terms, the following rules apply:

- 1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;
- 1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.4 any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.5 a reference to **writing** or **written** includes faxes and e-mails.



2 BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by FT Technologies to purchase Goods and/or Services from the Supplier in accordance with these Terms.
- 2.2 The Order shall be deemed to be accepted on the earlier of:
- 2.2.1 the Supplier issuing written acceptance of the Order; or
- 2.2.2 any act by the Supplier consistent with fulfilling the Order,
- at which point and on which date the Contract shall come into existence.
- 2.3 FT Technologies shall be entitled to withdraw any Order by informing the Supplier at any time prior to the Contract coming into existence.
- 2.4 These Terms apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Notwithstanding the process for agreeing Orders set out at clause 2.2, the Supplier agrees that, where it accepts these Terms as part of any onboarding process, that any sales by the Supplier to FT Technologies shall be subject to these Terms, and that it shall comply with the requirements of these Terms (including in relation to notification of changes and written approval requirements) as applicable regardless of whether there are any current Orders.
- 2.5 All of these Terms shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.6 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.
- 2.7 Where FT Technologies places an Order for Goods and/or Services, FT Technologies shall not be obliged to purchase any related goods and/or services not set out in that Order from the Supplier, including without limitation replacement parts, software, consumables or maintenance and support services.

3 SUPPLY OF GOODS

- 3.1 The Supplier warrants and undertakes that the Goods shall:
- 3.1.1 correspond with their description and any applicable Goods Specification;
- 3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by FT Technologies, expressly or by implication, and in this respect FT Technologies relies on the Supplier's skill and judgment;
- 3.1.3 where applicable, be free from defects in design, materials and workmanship and remain so for minimum 12 months after delivery; and
- 3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods including where applicable RoHS2, REACH, WEEE, CE, Conflict Mineral and the Supplier will provide a delivery note with the Goods certifying such compliance.
- 3.2 Where the Supplier is providing Software, the Supplier warrants and undertakes that:
- 3.2.1 the Software and the media on which the Software is delivered is free from viruses and other malicious code;
- 3.2.2 the medium on which the Software is stored and distributed is and will remain free from defects in design, material and workmanship under normal use for a period of minimum 12 months after delivery; and
- 3.2.3 the Software will, when properly used, perform substantially in accordance with the Goods Specification and the functions described in any documentation accompanying the Software for a period of minimum 12 months after delivery.
- 3.3 FT Technologies shall have the right to inspect and test the Goods within 30 days from the date of delivery.
- 3.4 If, following such inspection or testing, FT Technologies considers that the Goods do not conform or are unlikely to comply with the requirements of the Contract (including without limitation the provisions set out in clause 3.1 and 3.2 (as applicable)), FT

Technologies shall be entitled to the remedies set out in clause 8.2.

- 3.5 FT Technologies shall also be given access to the Supplier's premises to enable FT Technologies to inspect and attend testing of the Goods during the manufacturing or assembly process. Such inspection will not constitute acceptance of any Goods of FT Technologies.

4 DELIVERY OF GOODS

- 4.1 The Supplier shall ensure that:
- 4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- 4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments (where this has been agreed with FT Technologies), the outstanding balance of Goods remaining to be delivered; and
- 4.1.3 if the Supplier requires FT Technologies to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 4.2 The Supplier shall deliver the Goods:
- 4.2.1 on the date specified in the Order or, if no such date is specified, then within 3 days of the date of the Order;
- 4.2.2 to FT Technologies' premises at Sunbury House, Brooklands Close, Sunbury on Thames, TW16 7DX or such other location as is set out in the Order or as instructed by FT Technologies before delivery (**Delivery Location**);
- 4.2.3 during FT Technologies' normal hours of business (08:00 to 17:00) on a Business Day, or as instructed by FT Technologies.
- 4.3 The Goods shall be deemed to have been delivered upon the completion of unloading of the Goods at the Delivery Location.
- 4.4 If the Supplier fails to deliver the Goods in accordance with clause 4.2, delivers any Goods which appear upon initial inspection to be damaged or defective or delivers a different quantity of Goods from that ordered, FT Technologies may reject the Goods and (as its option), require the delivery vehicle to take back the Goods, require the Supplier to collect the Goods or return the Goods to the Supplier (in each case at the Supplier's risk and expense). If the Supplier delivers more or less than the quantity of Goods ordered, and FT Technologies accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.
- 4.5 The Supplier shall not deliver the Goods in instalments without FT Technologies' prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle FT Technologies to the remedies set out in clause 8.1.
- 4.6 Risk in the Goods shall pass to FT Technologies on completion of delivery. Title in the Goods shall pass to FT Technologies on the earlier of, payment for the Goods in full or completion of delivery.
- 4.7 The Supplier shall strive to deliver the goods in the most environment friendly packaging possible and optimize transport efficiencies.
- ## 5 SUPPLY OF SERVICES
- 5.1 The Supplier shall from the date set out in the Order and for the duration of the Contract provide the Services to FT Technologies in accordance with the terms of the Contract.
- 5.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by FT Technologies.
- 5.3 In providing the Services, the Supplier shall:
- 5.3.1 co-operate with FT Technologies in all matters relating to the Services, and comply with all instructions of FT Technologies;



- 5.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- 5.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
- 5.3.4 ensure that the Services and Service Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Service Deliverables shall be fit for any purpose held out by the Supplier or made known to the Supplier by FT Technologies, expressly or by implication, and in this respect FT Technologies relies on the Supplier's skill and judgment;
- 5.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 5.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Service Deliverables, and all goods and materials supplied and used in the Services or transferred to FT Technologies, will be free from defects in workmanship, installation and design;
- 5.3.7 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- 5.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of FT Technologies' premises;
- 5.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by FT Technologies to the Supplier (FT Technologies' Materials) in safe custody at its own risk, maintain FT Technologies' Materials in good condition until returned to FT Technologies, and not dispose or use FT Technologies' Materials other than in accordance with FT Technologies' written instructions or authorisation; and
- 5.3.10 not do or omit to do anything which may cause FT Technologies to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that FT Technologies may rely or act on the Services.
- 6 INSTALLATION AND ON-SITE SERVICES**
- 6.1 To the extent that the Supplier is responsible for the installation of Goods or provision of Services at the premises of FT Technologies or its customers or suppliers, the Supplier is deemed to have satisfied itself as to the nature of the working conditions and to have allowed for the same in its price.
- 6.2 The Supplier shall be responsible for the safety and security of all its operations, shall provide a suitable risk assessment for any duties carried out at the premises and shall comply with FT Technologies' instructions at such premises.
- 6.3 Only suitably qualified and skilled personnel shall be engaged by the Supplier and all installation and other services shall be performed with proper skill and care and in accordance with FT Technologies' requirements.
- 7 VARIATION**
- 7.1 FT Technologies may request the Supplier to vary any particulars in the Order by written notice. The Supplier shall within three Business Days of receipt of the variation request provide FT Technologies with an estimate of the cost of complying with the notice and the effect, if any, which the request is likely to have on the delivery date(s).
- 7.2 The Supplier shall use its best endeavours to minimise any adverse time and cost effect of every variation.
- 7.3 FT Technologies may, within 10 days of receipt of the Supplier's estimate, withdraw the variation request or accept the Supplier's estimate.
- 8 FT TECHNOLOGIES' REMEDIES**
- 8.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, FT Technologies shall, without limiting its other rights or remedies, have one or more of the following rights (at its discretion):
- 8.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 8.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- 8.1.3 to recover from the Supplier any costs incurred by FT Technologies in obtaining substitute goods and/or services from a third party;
- 8.1.4 where FT Technologies has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and
- 8.1.5 to claim damages for any additional costs, loss or expenses incurred by FT Technologies which are in any way attributable to the Supplier's failure to meet such dates.
- 8.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1 or clause 3.2 that do not comply with the undertakings set out in clause then, without limiting its other rights or remedies, FT Technologies shall have one or more of the following rights, whether or not the time for inspection of the Goods has passed:
- 8.2.1 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- 8.2.2 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 8.2.3 to require the Supplier to repair or replace the rejected Goods as soon as possible, or to provide a full refund of the price of the rejected Goods (if paid);
- 8.2.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- 8.2.5 to recover from the Supplier any expenditure incurred by FT Technologies after rectifying, repairing or re-working the Goods in house;
- 8.2.6 to recover from the Supplier any expenditure incurred by FT Technologies in obtaining substitute goods from a third party; and
- 8.2.7 to claim damages for any additional costs, loss or expenses incurred by FT Technologies which are in any way attributable to the Supplier's failure to supply Goods in accordance with clause 3.1 or clause 3.2.
- 8.3 These Terms shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 8.4 FT Technologies' rights under this Contract are in addition to its rights and remedies implied by statute and common law.
- 8.5 The Supplier shall adhere to any product and process quality requirements, source control requirements, procurement specifications and any other requirements or details set out or referenced in the Goods Specification or Service Specification.
- 8.6 If the Supplier wishes to amend or deviate from the details, requirements or specifications set out or referenced in the Goods Specification or Service Specification, including source control, procurement specifications, new or amended processes, product changes, manufacturing facilities, manufacturing location or outsourcing of manufacturing or services (each a **Specification Change**), it shall (regardless of whether it has a current Order or not, and regardless of approved supplier status) notify FT Technologies at purchasing@fttechnologies.com using a Product/Process Change Notification (PPCN) form and:
- 8.6.1 if the Specification Change is proposed to occur following the agreement of an Order and prior to delivery of such Order, the Supplier shall not make any Specification Change without obtaining FT Technologies' specific prior written consent; and
- 8.6.2 if the Supplier has achieved "approved supplier" status with FT Technologies, the Supplier shall not make the proposed Specification Change without FT Technologies' specific prior written consent.
- 9 CHARGES AND PAYMENT**
- 9.1 The price for the Goods shall be the price set out in the Order (or in the quotation referenced in the Order) and shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by FT Technologies. No extra charges shall be effective unless agreed in writing and signed by FT Technologies.



- 9.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by FT Technologies, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 9.3 In respect of Goods, the Supplier shall invoice FT Technologies on or within 30 days after completion of delivery. In respect of Services, the Supplier shall invoice FT Technologies on or within 30 days after completion of the Services. Each invoice shall include such supporting information required by FT Technologies to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- 9.4 In consideration of the supply of Goods and/or Services by the Supplier, FT Technologies shall pay the invoiced amounts within 30 days unless agreed otherwise of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 9.5 All amounts payable by FT Technologies under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to FT Technologies, FT Technologies shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 9.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 3% per annum above the base rate of Barclays Bank plc (from time to time). Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments that the defaulting party disputes in good faith.
- 9.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow FT Technologies to inspect such records at all reasonable times on request.
- 9.8 FT Technologies may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to FT Technologies against any liability of FT Technologies to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.
- 10 INTELLECTUAL PROPERTY RIGHTS**
- 10.1 In respect of the Goods and any goods that are transferred to FT Technologies as part of the Services under this Contract, including without limitation the Service Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to FT Technologies, it will have full and unrestricted rights to sell and transfer all such items to FT Technologies.
- 10.2 In respect of Software, FT Technologies shall comply with the software licence terms referenced in the Order for such Software.
- 10.3 The Supplier assigns to FT Technologies, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Service Deliverables.
- 10.4 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Service Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 10.5 The Supplier shall, promptly at FT Technologies request, do (or procure to be done) all such further acts and things and the execution of all such other documents as FT Technologies may from time to time require for the purpose of securing for FT Technologies the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to FT Technologies in accordance with clause 10.2.
- 10.6 All FT Technologies' Materials are the exclusive property of FT Technologies.
- 11 INDEMNITY**
- 11.1 The Supplier shall keep FT Technologies indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered incurred by FT Technologies as a result of or in connection with:
- 11.1.1 any claim made against FT Technologies 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, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- 11.1.2 any claim made against FT Technologies by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- 11.1.3 any claim made against FT Technologies by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.
- 11.2 This clause 11 shall survive termination of the Contract.
- 12 INSURANCE**
- During the term of the Contract and for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on FT Technologies' request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 13 CONFIDENTIALITY**
- 13.1 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, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
- 13.2 This clause 13 shall survive termination of the Contract.
- 14 TERMINATION**
- 14.1 Without limiting its other rights or remedies, FT Technologies may terminate the Contract:
- 14.1.1 in respect of the supply of Services, by giving the Supplier 1 month's written notice; and
- 14.1.2 in respect of the supply of Goods, in whole or in part at any time before delivery with immediate effect by giving written notice to the Supplier, whereupon the Supplier shall discontinue all work on the Contract. FT Technologies shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
- 14.2 In any of the circumstances in these Terms in which FT Technologies may terminate the Contract, where both Goods and



- Services are supplied, that party may terminate the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.
- 14.3 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving the other party written notice if:
- 14.3.1 the other party commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing to do so;
- 14.3.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 14.3.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the other party;
- 14.3.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of the other party;
- 14.3.5 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 14.3.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- 14.3.7 the holder of a floating charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 14.3.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 14.3.9 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.3.2 to clause 14.3.8 (inclusive); or
- 14.3.10 the other party suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business.
- 14.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.
- 14.5 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.
- 15 **CONSEQUENCES OF TERMINATION**
On termination of the Contract for any reason, the Supplier shall immediately deliver to FT Technologies all Service Deliverables whether or not then complete, and return all FT Technologies' Materials. If the Supplier fails to do so, then FT Technologies may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
- 16 **FORCE MAJEURE**
- 16.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from events, circumstances or causes beyond its reasonable control.
- 16.2 The Supplier shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.
- 16.3 If a Force Majeure Event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than 10 Business Days, FT Technologies may terminate the Contract immediately by giving written notice to the Supplier.
- 17 **GENERAL**
- 17.1 **Assignment and other dealings.**
- 17.1.1 FT Technologies may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 17.1.2 The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of FT Technologies.
- 17.2 **Notices.**
- 17.2.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- 17.2.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 17.2.1.2 sent by email to purchasing@FTtechnologies.com in respect of FT Technologies and to the Supplier's email address as set out on the Supplier's website, quotation or marketing literature in respect of the Supplier; or
- 17.2.1.3 sent by fax to its main fax number.
- 17.2.2 Any notice shall be deemed to have been received:
- 17.2.2.1 if delivered by hand, on signature of a delivery receipt;
- 17.2.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or
- 17.2.2.3 if sent by fax or email, at 9.00 am on the next Business Day after transmission.
- 17.2.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 17.3 **Severance.** 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 clause shall not affect the validity and enforceability of the rest of the Contract.
- 17.4 **Waiver.** A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.



- 17.6 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 17.7 **Variation.** Except as set out in these Terms, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by FT Technologies.
- 17.8 **Governing law.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 17.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
- 17.10 **Modern Slavery.** In performing its obligations under the Contract, the Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015, and shall not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK (and shall notify FT Technologies as soon as it becomes aware of any breach of this clause 17.10). The Supplier represents and warrants that it not has been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking. Breach of this clause 17.10 shall be a material breach incapable of remedy for the purposes of clause 14.3.
- 17.11 **Data Protection.** Each party shall comply with its obligations under Data Protection Law (being as applicable the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679), (and any UK law which implements or acts as a domestic equivalent of it in whole or in part), and any applicable laws, regulations or secondary legislation relating to privacy or data protection, as amended or updated from time to time), and the Supplier shall:
- 17.11.1 ensure that its provision of any "personal data" (as defined by Data Protection Law) to FT Technologies (and FT Technologies' use of such data as anticipated by or necessary in relation to the Contract and the Services) is compliant with Data Protection Law;
 - 17.11.2 not (by its acts or omissions) cause FT Technologies to be in breach of Data Protection Law;
 - 17.11.3 only use personal data provided or made available by FT Technologies as necessary in relation to the Contract (and in any event only in compliance with Data Protection Law) and promptly delete or return such personal data at FT Technologies' request;
 - 17.11.4 co-operate fully with FT Technologies and provide (as part of the Services and at no extra cost) such information, access and assistance as FT Technologies requires in order to achieve and evidence compliance with each party's obligations under Data Protection Law in relation to the Contract;
 - 17.11.5 keep FT Technologies indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered incurred by FT Technologies as a result of or in connection with a breach by the Supplier of this clause 17.10;
 - 17.11.6 if it acts as a "processor" (as defined by Data Protection Law) on behalf of FT Technologies, immediately inform FT Technologies and co-operate in good faith with FT Technologies to execute such data processing clauses as FT Technologies requires in order to ensure compliance with its obligations under Data Protection Law; and
- 17.11.7 if any transfer of personal data to the Supplier by FT Technologies would constitute a transfer outside of the UK or European Economic Area (or otherwise to a "third country") for the purposes of Data Protection Law, immediately inform FT Technologies and co-operate in good faith with FT Technologies and provide all requested assistance and information to ensure that such transfer is compliant with Data Protection Law (including but not limited to entering into standard contractual clauses approved by a competent supervisory or regulatory authority).