

TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES

BACKGROUND

RS Integrated Supply has been appointed to procure services for and on behalf of its Clients ("**Services**"). The Supplier is in the business of providing the relevant services as required by RS Integrated Supply's Clients. Accordingly, RS Integrated Supply wishes to appoint the Supplier to provide the Services in accordance with these Conditions (as defined below).

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In these Conditions, the following definitions apply:

"Business Day" means a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business;

"Client" means a client or customer of RS Integrated Supply;

"Client Site" means the address or addresses for performance of the Services as set out in the Order;

"Commencement Date" has the meaning set out in clause 2.6.2;

"Conditions" means these terms and conditions as amended from time to time in accordance with clause 18.8;

"Contract" means a contract between RS Integrated Supply and the Supplier for the sale and purchase of Services incorporating these Conditions and the Order;

"Data Protection Laws" means any Applicable Law relating to the processing, privacy and/or use of Personal Data, as applicable to either party or the Services, including: (a) the GDPR; (b) the Data Protection Act 2018; (c) any laws which implement any such laws; and (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

"Documentation" means any descriptions, instructions, manuals, literature, technical details, certificates of compliance or other related materials supplied by the Supplier in connection with the Services;

"GDPR" means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

"Order" means RS Integrated Supply's order for the supply of Services, either as set out in RS

Integrated Supply's purchase order form or in RS Integrated Supply's written acceptance of the Supplier's quotation (as the case may be);

“Protected Data” means Personal Data (as defined in the Data Protection Laws) received from or on behalf of RS Integrated Supply or its Client, or otherwise obtained in connection with the performance of the Supplier’s obligations under the Contract;

"RS Integrated Supply" means the RS Integrated Supply entity identified in the relevant purchase order form or in the written acceptance of the Supplier's quotation (as the case may be);

"RS Integrated Supply Policies and Procedures" means the RS Integrated Supply policies including Modern Slavery, Anti-Bribery and Environment Health & Safety, as found at the following link: <https://www.rsgroup.com/esg/codes-policies-and-standards> (as may be updated by RS Integrated Supply from time to time);

"Specification" means any specification for the Services (including any relevant plans or drawings) provided by RS Integrated Supply or its Client to the Supplier;

“Sub-Processor” means any agent, subcontractor or other third party engaged by the Supplier (or by any other Sub-Processor) for carrying out any processing activities in respect of the Protected Data;

"Supplier" means the person or firm from whom RS Integrated Supply purchases the Services on behalf of its Client(s) as identified in RS Integrated Supply's purchase order form or in RS Integrated Supply's written acceptance of the Supplier's quotation (as the case may be); and

“Supplier Personnel” means all employees, officers, staff, other workers, agents and consultants of the Supplier and any of its subcontractors who are engaged in the performance of the Services from time to time.

1.2 Construction

In these Conditions, unless the context requires otherwise:

- 1.2.1 a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);
- 1.2.2 any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
- 1.2.3 a **"person"** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.4 a reference to a party includes its personal representatives, successors or permitted assigns;
- 1.2.5 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;
- 1.2.6 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

1.2.7 a reference to "**writing**" or "**written**" includes e-mails but not faxes.

2. BASIS OF CONTRACT

- 2.1** These Conditions apply to and form part of the Contract between the Supplier and RS Integrated Supply. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2** No terms or conditions endorsed on, delivered with, or contained in the Supplier's quotation, sales conditions, confirmation of order, specification or other document shall form part of the Contract except to the extent that RS Integrated Supply otherwise agrees in writing.
- 2.3** No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of RS Integrated Supply and the Supplier respectively.
- 2.4** Each Order by RS Integrated Supply to the Supplier shall be an offer to purchase Services subject to the Contract including these Conditions.
- 2.5** An Order may be withdrawn or amended by RS Integrated Supply at any time before acceptance by the Supplier. If the Supplier is unable to accept an Order, it shall notify RS Integrated Supply in writing promptly.
- 2.6** Each Order shall be deemed to be accepted on the earlier of:
- 2.6.1 the Supplier issuing written confirmation of the terms of the Order; or
 - 2.6.2 any act by the Supplier consistent with fulfilling the Order on the same terms, at which point and on which date the Contract shall come into existence ("**Commencement Date**").

3. SUPPLIER WARRANTIES

- 3.1** The Supplier warrants and represents that it shall:
- 3.1.1 have all consents, licences and authorisations necessary to perform the Services;
 - 3.1.2 ensure the Contract is executed by a duly authorised signatory on behalf of Supplier;
 - 3.1.3 provide high quality Documentation for the Services;
 - 3.1.4 ensure compliance and fulfilment of its obligations in accordance with the Order and the Contract;
 - 3.1.5 observe, and ensure that the Supplier Personnel observe all health and safety rules and regulations and any other security requirements that apply at any of the Client's premises including the Client Site;
 - 3.1.6 ensure that the Supplier Personnel use all reasonable skill and care in the performance of the Services;
 - 3.1.7 keep RS Integrated Supply fully informed of all activities concerning the Services and provide RS Integrated Supply with activity reports on request; and
 - 3.1.8 conduct such tests, including pre-delivery and post-delivery acceptance tests and

inspections, in relation to the Services prior to delivery or performance as RS Integrated Supply or its Client may require.

3.2 The Supplier warrants and represents that, the Services shall for a period of twelve months (or such other warranty period as agreed between the parties in writing) from acceptance of the Services (the “**Warranty Period**”):

3.2.1 conform with the quality and the description of the Specification;

3.2.2 be free from defects;

3.2.3 comply with all Applicable Laws, standards and best industry practice;

3.2.4 be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II s 13;

3.2.5 be fit for purpose and any purpose held out by the Supplier and set out in the Order; and

3.2.6 any media on which the results of the Services are supplied shall, be free from defects in material and workmanship and of satisfactory quality within the meaning of the Sale of Goods Act 1979.

3.3 The Supplier agrees that the approval by RS Integrated Supply or its Client of any design or Specification provided by the Supplier shall not relieve the Supplier of any of its obligations under this clause 3.

3.4 The Supplier warrants that it understands the Client’s business and needs.

3.5 RS Integrated Supply may reject any Services that do not comply with clause 3.2 and the Supplier shall, at RS Integrated Supply’s option, promptly remedy, re-perform or refund the Price of any such Services provided that RS Integrated Supply serves a written notice on the Supplier within 30 days the end of the Warranty Period that some or all of the Services do not comply with clause 3.2.

3.6 The provisions of these Conditions shall apply to any Services that are remedied or re-performed with effect from acceptance of the remedied or re-performed Services.

3.7 RS Integrated Supply’s rights under these Conditions are in addition to, and do not exclude or modify, the rights and conditions contained in Supply of Goods and Services Act 1982, s 12 to 16.

3.8 RS Integrated Supply shall be entitled to exercise its rights under this clause regardless of whether the Services have been accepted under the Acceptance Conditions and notwithstanding that the Services were not rejected following their initial inspection under clause 6.3.

4. CANCELLATION

4.1 RS Integrated Supply shall have the right to cancel the Order for the Services or for any part of the Services which have not yet been performed for the Client.

4.2 In relation to any Order cancelled or part-cancelled under clause 4.1, on receipt of validly issued and properly documented evidence, RS Integrated Supply shall pay for:

4.2.1 that part of the price which relates to the Services which at the time of cancellation have been paid for or contractually committed by the Supplier and cannot be cancelled; and

4.2.2 the costs of materials which the Supplier has purchased to fulfil the Order for the Services which cannot be used for other orders or be returned to the Supplier's supplier of those materials for a refund.

4.3 To the maximum extent possible, the Supplier shall mitigate all costs relating to the Order immediately upon receipt of cancellation under this clause 4.

5. PERFORMANCE

5.1 The Services shall be performed by the Supplier at the Client Site on the date(s) specified in the Order.

5.2 The Services shall be deemed performed on confirmation of completion of the Acceptance Conditions by RS Integrated Supply in writing.

5.3 The Services shall not be performed in instalments unless otherwise agreed in writing by RS Integrated Supply.

5.4 Each performance of the Services shall be accompanied by a performance note stating:

5.4.1 the date of the Order;

5.4.2 the relevant Client and Supplier details;

5.4.3 the category, type and quantity of Services performed;

5.4.4 details of the Supplier Personnel performing the Services;

5.4.5 any special instructions; and

5.4.6 any additional information requested by RS Integrated Supply as set out in the Order.

5.5 Time of performance is of the essence. If the Supplier fails to perform any of the Services by the date specified in the Order, RS Integrated Supply shall (without prejudice to its other rights and remedies) be entitled at RS Integrated Supply's sole discretion:

5.5.1 to terminate the Contract in whole or in part;

5.5.2 to purchase the same or similar Services from another supplier;

5.5.3 to refuse to accept the performance of any more Services under the Contract;

5.5.4 to recover from the Supplier all costs and losses resulting to RS Integrated Supply from the failure in performance, including the amount by which the price payable by RS Integrated Supply to acquire those Services from another Supplier exceeds the price payable under the Contract and any loss of profit; and

5.5.5 all or any of the foregoing.

5.6 The provisions of clause 5.5 shall not apply to the extent RS Integrated Supply's Client fails to make the Client Site available to the Supplier for performance of the Services.

6. ACCEPTANCE, REJECTION AND INSPECTION

6.1 RS Integrated Supply shall not have accepted, or be deemed to have accepted, the Services until the

Acceptance Conditions are fulfilled and RS Integrated Supply has notified confirmation of such to the Supplier in writing.

6.2 The “**Acceptance Conditions**” are that:

6.2.1 the Services have been performed at the Client Site; and

6.2.2 all pre-delivery and post-delivery acceptance tests and inspections have been completed to the satisfaction of both RS Integrated Supply and its Client;

6.2.3 RS Integrated Supply has notified the Supplier in writing that the Services have been performed in full compliance with the Order and the Conditions of the Contract including this clause 6.

6.3 RS Integrated Supply and its Client shall be entitled to reject any Services which are not in full compliance with the Order and Conditions of the Contract including this clause 6. Any acceptance of defective, late or incomplete Services or any payment made in respect thereof, shall not constitute a waiver of any of RS Integrated Supply’s rights and remedies, including its right to reject.

6.4 RS Integrated Supply or its Client may inspect and test the Services at any time, and the Supplier shall provide RS Integrated Supply and its Client with access to and use of all facilities reasonably required.

6.5 Any inspection or testing of the Services shall not be deemed to be acceptance of the Services or a waiver of any of RS Integrated Supply or its Client’s other rights and remedies, including its right to reject.

6.6 The rights of RS Integrated Supply in this clause 6 are without prejudice to RS Integrated Supply’s other rights under the Contract including those under clause 3.

7. CHARGES AND PAYMENT

7.1 The price for the Services shall be as set out in the Order or where no such provision is set out, shall be calculated in accordance with the Supplier’s scale of charges as advised by the Supplier and received and acknowledged by RS Integrated Supply before the date the Order is placed (“**Price**”). No increase in the Price may be made by the Supplier after the Order is placed by RS Integrated Supply.

7.2 Subject to clause 7.8, unless otherwise agreed in writing by RS Integrated Supply, all Prices for the Services shall be fixed.

7.3 The Supplier shall ensure that at all time the prices offered to RS Integrated Supply (“**RS Integrated Supply Price**”) are more favourable than or at least as favourable as the prices for similar services offered by the Supplier to any comparable customer (“**Comparable Customer Price**”). In the event that the Supplier has not complied with this clause 7.3, the Supplier shall issue a credit note within thirty (30) days of the Supplier becoming aware of its breach of this clause 7.3. Such credit note shall be for the difference in the RS Integrated Supply Price paid by RS Integrated Supply and the Comparable Customer Price on all applicable Services purchased by RS Integrated Supply.

7.4 The Supplier shall invoice RS Integrated Supply for the Services on or after completion of performance of the Services or, if later, the completion of the Acceptance Conditions. Each invoice shall include such supporting information required by RS Integrated Supply to verify the accuracy of the invoice, including but not limited to the relevant Order number. The Supplier shall use all reasonable endeavours to electronically send invoices to RS Integrated Supply.

7.5 RS Integrated Supply shall pay each validly submitted and undisputed invoice in line with the payment terms as agreed between the parties. In the absence of an applicable Supplier LF Agreement, RS

Integrated Supply shall pay each validly submitted and undisputed invoice amounts within sixty (60) days from the end of the month in which the invoice is received to such bank account nominated in writing by the Supplier.

- 7.6** If the Supplier does not extend credit terms to RS Integrated Supply and as a result any Order is subject to RS Integrated Supply paying for Services in advance against a pro-forma invoice, such payment shall be held by the Supplier as a fully refundable deposit until such time as the Services have been delivered to the Client in accordance with the Order. If the Services are not delivered to the Client or returned to the Supplier, the payment held as a deposit shall be refunded to RS Integrated Supply. Any refund of a deposit under this clause 7.6 shall be made within seven (7) Business Days of the Client refusing delivery of the Services.
- 7.7** Time of payment is not of the essence. Where validly due sums under the Contract are not paid in full by the due date, to compensate the Supplier for all loss from RS Integrated Supply's breach, RS Integrated Supply shall pay on the sum overdue interest (before and after judgment) on a daily basis until payment in full at the rate of three per cent (3%) per annum above the Official Bank Rate from time to time of the Bank of England. The Supplier acknowledges that this is a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.8** All amounts payable by RS Integrated Supply 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 RS Integrated Supply, RS Integrated Supply 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 Services at the same time as payment is due for the supply of the Services.
- 7.9** Without prejudice to any other remedy, RS Integrated Supply shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Supplier.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1** All descriptions, designs, prototypes and samples ("**Specifications**") provided by RS Integrated Supply or its Client and all Intellectual Property Rights in the Services provided in accordance with such Specifications shall vest in and remain at all times the property of RS Integrated Supply or its Client (as notified by RS Integrated Supply to Supplier) and such Specifications may only be used by the Supplier as necessary to perform the Contract. The Supplier assigns (or shall procure the assignment) to RS Integrated Supply or its Client (as applicable) absolutely, with full title guarantee, all right, title and interest in any such Intellectual Property Rights, and the Supplier shall do all such things and sign all documents necessary in RS Integrated Supply's or its Client's opinion to so vest all such Intellectual Property Rights in RS Integrated Supply or its Client (as applicable), and to enable RS Integrated Supply or its Client (as applicable) to defend and enforce such Intellectual Property Rights.
- 8.2** The Supplier hereby grants to RS Integrated Supply a non-exclusive licence to use the Supplier's (and any third party manufacturer's) trade marks, get-up, logos, images of the Services, descriptions, data and all materials provided by the Supplier to RS Integrated Supply in connection with the Services in any catalogue or other promotional material in any printed or electronic form, anywhere in the world on any medium whether now known or invented after the date of this Contract and without additional payment, provided that it complies with the Supplier's (and any manufacturer's) reasonable instructions from time to time in relation to the use of the trade marks, get-up and logos. This licence will endure for the lifetime of the catalogues and promotional material referred to above (whether hard copy, electronic, online or any format whatsoever) notwithstanding termination of the Contract.

9. INDEMNITY

9.1 The Supplier shall keep RS Integrated Supply and its Clients indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by RS Integrated Supply or its Clients as a result of or in connection with:

9.1.1 any claim made against RS Integrated Supply or its Client by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Services, to the extent that the defect in the Services is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

9.1.2 any alleged or actual infringement by the Supplier of a third party's Intellectual Property Rights or other rights in connection with the supply or performance of the Services under the Contract ("**IPR Claim**");

9.1.3 any claim made against RS Integrated Supply or its Client in respect of any losses, damages, liability, costs and expenses sustained by the employees or agents of any Client of RS Integrated Supply or any third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Services or from a direct or indirect breach or negligent performance or failure or delay in performance of the Contract by the Supplier; and

9.1.4 defects in materials, quality, workmanship or performance of the Services.

9.2 If any IPR Claim is made or is reasonably likely to be made against RS Integrated Supply, the Supplier shall promptly and at its own expense either:

9.2.1 procure for RS Integrated Supply the right to continue using and possessing the relevant Intellectual Property Rights; or

9.2.2 modify or replace the infringing part of the Intellectual Property Rights and without adversely affecting the functionality of the Intellectual Property Rights as set out in the Contract so as to avoid the infringement or alleged infringement,

9.2.3 provided that if, having used reasonable endeavours, neither of the above can be accomplished on reasonable terms, the Supplier shall (without prejudice to the indemnity above) refund the price paid by RS Integrated Supply in respect of the affected Intellectual Property Rights.

9.3 No indemnity is intended to limit any other right or remedy which RS Integrated Supply may have in law in respect of the Services affected by an IPR Claim arising in accordance with clause 9.1.2.

9.4 For the duration of the Contract and for a period of six (6) 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 RS Integrated Supply'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.

9.5 This clause 9 shall survive termination of the Contract.

10. TERMINATION

10.1 Without limiting its other rights or remedies, RS Integrated Supply may terminate the Contract with

immediate effect by giving written notice to the Supplier if:

- 10.1.1 the Supplier commits a material breach of the Contract and such breach is not remediable;
- 10.1.2 the Supplier commits a material or persistent breach of the Contract which is not remedied within thirty (30) days of receipt of notice in writing of the breach;
- 10.1.3 the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business;
- 10.1.4 any consent, licence or authorisation held by the Supplier is revoked or modified such that the Supplier is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled;
- 10.1.5 the Supplier 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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 10.1.6 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 Supplier other than 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 Supplier; or
- 10.1.7 a creditor or encumbrancer of the Supplier 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 fourteen (14) days.

10.2 If the Supplier does not comply with these terms RS Integrated Supply may terminate any or all Contracts and / or any Orders by notice in writing without liability and without affecting its other rights and remedies against the Supplier.

10.3 If the Supplier becomes aware that any event has occurred, or circumstances exist, which may entitle RS Integrated Supply to terminate any or all Contracts in accordance with this clause 11, it shall immediately notify RS Integrated Supply in writing.

10.4 Without limiting its other rights or remedies, RS Integrated Supply may terminate any Contract with immediate effect by giving written notice to the Supplier, in which case RS Integrated Supply shall pay the Supplier fair and reasonable compensation for any work in progress on any Services at the date of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

11. CONSEQUENCES OF TERMINATION

On termination of any Contract or any part of it for any reason:

- 11.1.1 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of that Contract which existed at or before the date of termination; and
- 11.1.2 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

12. 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 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 12 shall survive termination of the Contract.

13. DATA PROTECTION

- 13.1** For the purposes of this clause, the following terms shall have the meanings given to them in applicable Data Protection Laws from time to time: "Controller"; "Data Subject"; and "Processor".
- 13.2** The parties agree that RS Integrated Supply and its Client(s) are the Controllers and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to the Contract. The Supplier shall, and shall ensure its Sub-Processors and each of the Supplier Personnel shall, at all times comply with all Data Protection Laws in connection with the processing of Protected Data and the provision of the Services. Nothing in the Contract relieves the Supplier of any responsibilities or liabilities under Data Protection Laws.
- 13.3** The Supplier shall indemnify and keep indemnified RS Integrated Supply and its Client(s) against all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, sanctions, expenses, compensation paid to Data Subjects (including compensation to protect goodwill and ex gratia payments), demands and legal and other professional costs (calculated on a full indemnity basis) arising out of or in connection with any breach by the Supplier of its obligations under this clause 13 and the Data Protection Laws.
- 13.4** This clause **Error! Reference source not found.** shall survive termination or expiry of the Contract for any reason.

14. NON-SOLICITATION

Restricted Persons

- 14.1** In order to protect the legitimate business interests of each party, during the term of the Contract and twelve (12) months thereafter, neither party shall, either directly or indirectly, by or through itself, its agent or otherwise, whether for its own benefit or for the benefit of any other person: (i) solicit, entice or induce, or endeavour to solicit, entice or induce, any person employed or engaged by either party or a Client ("**Restricted Person**") with a view to employing or engaging such Restricted Person, or (ii) employ or engage, or offer to employ or engage a Restricted Person, without the prior written consent of the other party.
- 14.2** Notwithstanding clause 14.1 either party may employ or engage any Restricted Person who has responded directly to a bona fide recruitment drive either through a recruitment agency engaged by the relevant party or via an advertisement placed publicly by the relevant party (either in the press, social

media, online or in trade and industry publications).

- 14.3** In the event of a breach of clause 14.1 which results in a Restricted Person leaving a party and being employed or engaged by the party in breach, the party in breach shall pay to the other party by way of liquidated damages an amount equivalent to twelve (12) months' gross remuneration of the relevant Restricted Person.

RS Integrated Supply Client

- 14.4** The Supplier agrees that during the term of the Contract and for twelve (12) months thereafter, it shall not actively, by or through itself, its agent or otherwise, approach a Client with a view to commence direct commercial arrangements with such Client. For the avoidance of doubt, an active approach of a Client shall include, but not be limited to, sending of direct mail, including the sending of unsolicited e-mails; visits to the Client at any of its sites or locations; or any other form of discussion or negotiation with the RS Integrated Supply Client in respect of the sale and supply of services which are the same or similar to the Services.
- 14.5** Notwithstanding clause 14.4 the Supplier may supply services which are the same or similar to the Services to a Client who has contacted the Supplier independently of its relationship with RS Integrated Supply for the purchase and supply of such services.
- 14.6** In the event of a breach of clause 14.4 which results in an RS Integrated Supply Client ceasing its relationship with RS Integrated Supply for the supply of the Services, the Supplier shall pay to RS Integrated Supply by way of liquidated damages an amount equivalent to the revenue lost by RS Integrated Supply for the supply of the Services to the Client.
- 14.7** All amounts payable by way of liquidated damages pursuant to clauses 14.3 and 14.6 are agreed by both parties to represent a genuine pre-estimate of the losses which may be sustained by the innocent party in the event that the other party fails in its obligations under these Conditions, and not a penalty.
- 14.8** The provisions in clauses 14.3 and 14.6 shall be without prejudice to a party's ability to seek damages or claim injunctive relief.

15. ANNOUNCEMENTS

- 15.1** Each party agrees that it will not make or issue any announcement relating to: (i) the existence or subject matter of this Conditions or any Contract; or (ii) to the fact that RS Integrated Supply is a customer of the Supplier; (iii) that through RS Integrated Supply the Supplier is supplying any Client; (iv) or use the other's logo or that of any Client without the prior written approval of the other party (or the Client where applicable) provided that these restrictions shall not apply to any announcement to the extent that such announcement is required by any law, applicable securities exchange, supervisory, regulatory or governmental body.
- 15.2** The party making any such announcement shall consult with the other party in advance as to the form, content and timing of the announcement giving as much notice as is practicable or permissible of its intention to make such an announcement.

16. ANTI-BRIBERY

- 16.1** The Supplier agrees that it shall, and that it shall procure that persons associated with it ("**Associated Persons**") (as determined in accordance with section 8 of the Bribery Act 2010 (the "**Act**")) shall:

- 16.1.1 comply with all applicable laws relating to bribery and other corruption (“**Anti-Corruption Requirements**”) including the Act;
- 16.1.2 not take or knowingly permit any action to be taken that would or might cause or lead RS Integrated Supply, its Clients or any of its affiliates (together “**Related Persons**”) to be in violation of any Anti-Corruption Requirements including under section 7 of the Act;
- 16.1.3 not bribe or attempt to bribe (which shall include any offer or form of payment, gift or other inducement, reward or advantage (whether of money or anything of value)) RS Integrated Supply or any of its Related Persons or persons acting on their behalf;
- 16.1.4 comply with any RS Integrated Supply Policies and Procedures relating to anti-bribery, anti-corruption and ethical policies as RS Integrated Supply may provide to the Supplier from time to time; and
- 16.1.5 at RS Integrated Supply’s request, provide RS Integrated Supply with any reasonable assistance to enable it to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of complying with Anti-Corruption Requirements and undertake any risk assessments and/or review its policies relating to Anti-Corruption Requirements.

16.2 The Supplier shall at all times during the term of each Contract maintain and implement the RS Integrated Supply Policies and Procedures to ensure there is no breach of this clause.

16.3 The Supplier represents, warrants and undertakes to RS Integrated Supply that the Supplier has not:

- 16.3.1 has bribed or attempted to bribe: (i) any person in order to obtain and/or retain any business, or advantage in the conduct of business, for RS Integrated Supply or any of its Related Persons whether in connection with a Contract or otherwise; or (ii) any person described in clause 16.1.3 for any purpose whatsoever;
- 16.3.2 has been convicted of any offence involving bribery or corruption or been, or is, the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence under Anti-Corruption Requirements,

and the Supplier undertakes to notify RS Integrated Supply immediately if any of the representations, warranties or undertakings in this clause 16.3 would not be true and accurate if repeated at any time during the term of the Contract.

16.4 The Supplier shall indemnify RS Integrated Supply from and against all liabilities arising as a result of or in connection with any breach of this clause, whether or not the Contract has expired or been terminated.

16.5 Breach of this clause shall be deemed a material breach under clause 10.1.1.

17. ANTI SLAVERY

17.1 The Supplier undertakes, warrants and represents that:

- 17.1.1 neither the Supplier nor any of its officers, employees, agents or subcontractors has:
 - a) committed an offence under the Modern Slavery Act 2015 (an “**MSA**”

Offence”); or

- b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

17.1.2 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy;

17.1.3 it has implemented due diligence procedures to ensure compliance with the Modern Slavery Act 2015 and the Modern Slavery Policy in its business and supply chain, and those of its officers, employees, agents or subcontractors, which will be made available to RS Integrated Supply on request at any time throughout the Contract;

17.1.4 it shall at all times during the term of each Contract maintain and implement the RS Integrated Supply Policies and Procedures to ensure there is no breach of this clause; and

17.1.5 it shall notify RS Integrated Supply immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Supplier’s obligations under clause 17.1. Such notice should set out full details of the circumstances concerning the breach or potential breach of the Supplier’s obligations.

17.2 The Supplier shall indemnify RS Integrated Supply from and against all liabilities arising as a result of or in connection with any breach of this clause, whether or not the Contract has expired or been terminated.

17.3 Breach of this clause shall be deemed a material breach under clause 10.1.1.

18. GENERAL

18.1 Force majeure. Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the Supplier from supplying the Services for more than two (2) weeks, RS Integrated Supply shall have the right, without limiting its other rights or remedies, to terminate the Contract with immediate effect by giving written notice to the Supplier.

18.2 Assignment and subcontracting:

18.2.1 The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of RS Integrated Supply.

18.2.2 RS Integrated Supply may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

18.3 Notices:

- 18.3.1 Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office or principal place of business (where notified of the address), or sent by email to such email address as notified by the other party as part of the Order.
- 18.3.2 Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by email, on the next Business Day after transmission.
- 18.3.3 This clause shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "**writing**" shall not include e-mails and for the avoidance of doubt notice given under the Contract shall not be validly served if sent by e-mail.

18.4 Waiver and cumulative remedies:

- 18.4.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 18.4.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

18.5 Severance:

- 18.5.1 If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 18.5.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18.6 No partnership. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

18.7 Third parties. A person who is not a party to the Contract shall not have any rights under or in connection with it unless stated elsewhere in this Contract.

18.8 Variation. Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by RS Integrated Supply.

18.9 Governing law and jurisdiction. 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.