

ARCO LIMITED (registered number 00133804) registered in England whose registered office is at PO Box 21, Blackfriargate, Hull, HU1 1BH ("we" or "us")

STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. DEFINITIONS AND INTERPRETATION

In these Conditions:

1.1 the following words and expressions have the following meanings and, in addition, any words and expressions defined in any Condition will have the same meaning when used in any other Condition:

"Anti-Slavery Laws" any and all laws anywhere in the world which relate to anti-slavery or servitude, anti-forced or compulsory labour and/or anti-human trafficking, including the Modern Slavery Act 2015

"Applicable Law"

- (a) any law and any legally binding rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body and any legally binding industry code of conduct or guideline, in each case; and
- (b) any non-binding rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body and any non-binding industry code of conduct or guideline

which, in each case, applies to one or each of the parties to the Contract and/or the Goods and/or their manufacture, packaging, packing and/or delivery and/or the Services and/or the activities which are comprised in all or some of the Services or the use or application of the output from the Services and which is in force from time to time

"Arco Materials" has the meaning given in **Condition 9.1**

"Arco Nominated Facility" our nominated facility as set out in the Order or the Terms Sheet or as otherwise notified in writing to you

"Arco Policies" any and all of our policies and procedures which are relevant to the performance of the Contract as we notify you of from time to time

"Audit Period" the term of the Contract and for a period of:

- (i) 6 years thereafter, in respect of all Goods requiring certification; or
- (ii) 3 years thereafter, in respect of all other Goods

"Business Day" a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales

"Charges" the charges for the Services set out in the Order or the Terms Sheet

"Code of Conduct" our code of conduct for entities which supply any goods and/or services to us, as amended from time to time, and any associated documents, including the Ethical Guide for Vendors and also includes our Supplier Guidance and our Supplier Standards and which sits on our supplier portal

"Conditions" these terms and conditions as amended from time to time in accordance with **Condition 20.4**

"Contract" has the meaning given in **Condition 2.1**

“Confidential Information”	has the meaning given in Condition 15.3
“Control”	in relation to a person, the power (whether direct or indirect) to direct or cause the direction of its affairs, whether by means of holding shares, possessing voting power, exercising contractual powers or otherwise; and the expression change of Control shall be construed accordingly
“Deliverables”	all documents, products and materials developed by you or your agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts)
“Delivery”	has the meaning given in Condition 4.2
“Ethical Guide for Vendors”	our guide on ethical behaviour for entities which supply any goods and/or services to us, as amended from time to time
“Export Laws”	(a) any laws of the United States of America, the United Kingdom, the European Union or of any of its Member States that relate to the control of export or import of goods or services from any of those jurisdictions to other jurisdictions (b) any controls administered by the US Department of Commerce and/or the US Department of State and (c) any other export or import controls or restrictions imposed or adopted by any Regulatory Authority
“Force Majeure Event”	<p>(a) war, insurrection, riot or act of terrorism; or</p> <p>(b) lightning, earthquake, fire, flood, storm or extreme weather condition;</p> <p>provided that in each case: (i) the occurrence of the relevant event or circumstance is beyond the reasonable control of the affected party; (ii) the occurrence of the relevant event or circumstance could not reasonably have been foreseen by the affected party at the time at which the Contract is formed; and (iii) the effects of the relevant event or circumstance could not reasonably have been avoided or overcome by the affected party</p>
“Goods”	has the meaning given in Condition 2.1
“Group Companies”	in respect of a person, any persons that Control, are Controlled by or are under common Control with that person from time to time
“Intellectual Property Rights”	all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, rights in know-how, registered trade marks, registered designs, utility models, unregistered design rights, unregistered trade marks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions
“Licences”	all licences, permissions, authorisations, consents and permits that you need to carry out your obligations under the Contract

"Modern Slavery Practice"	any practice that amounts to (a) slavery or servitude (each as construed in accordance with Article 4 of the Convention for the Protection of Human Rights and Fundamental Freedoms of 4 November 1950 as amended), (b) forced or compulsory labour (as defined by the International Labour Organisation's Forced Labour Convention 1930 (No. 29) and Protocol), (c) human trafficking or (d) the arranging or facilitation of the travel of another person with a view to that person being exploited
"Order"	our order for the purchase of goods and/or services from you, set out in our order form
"Order Acknowledgement"	your written acceptance of the Order
"Prices"	the prices for the Goods set out in the Order or the Terms Sheet
"Product Recall"	any withdrawal, recall, stock recovery, suspension or warning in respect of the Goods
"Regulatory Authority"	any government, state or regulatory authority in a country in which obligations under the Contract are to be performed
"Sanction"	any economic, financial, trade or other sanction, embargo, import or export ban, prohibition on transfer of funds or assets or on performing services or equivalent measure imposed by any Sanction Authority or by the laws of any state or any union of states from time to time
"Sanction Authority"	(a) the Security Council of the United Nations, (b) the United Kingdom, (c) the European Union, (d) any Member State of the European Union, (e) the United States of America, (f) the governments and official institutions or agencies of any of paragraphs (a) to (e) above, including HM Treasury and the Office of Foreign Assets Control of the US Department of the Treasury and (g) any other regulatory body imposing or enforcing sanctions legislation in any country or territory in which you or any of your Group Companies is incorporated, operates or will perform obligations imposed by the Contract
"Sanctioned Person"	any person that (a) is subject to or the target of a Sanction either personally or by virtue of being incorporated, located or otherwise operating in a country or territory which is the subject of a Sanction or (b) is owned, operated or controlled by a person that is subject to or the target of a Sanction or (c) appears on or is owned, operated or controlled by any person who appears on any list issued or maintained by any Sanction Authority or is referred to in any list or public announcement issued by any Sanction Authority, in each case as amended, supplemented or substituted from time to time
"Services"	has the meaning given in Condition 2.1
"Specification"	the written technical specifications for the Goods and/or Services set out or referred to in the Order and/or the Terms Sheet
"Supplier Declaration"	our documents or templates used for the gathering of supplier information or seeking confirmation of information from suppliers, as amended from time to time and as may be set out on our supplier portal
"Supplier Guidance"	our guidance for entities which supply any goods and/or services to us, as amended from time to time and as may be set out on our

supplier portal

“Supplier Standards”

our guide on standards for entities which supply any goods and/or services to us, as amended from time to time and as may be set out on our supplier portal

“Terms Sheet”

the commercial terms sheet to be provided by us with the Order (where applicable) in respect of each Contract setting out the Specification, the Prices, the Arco Nominated Facility, any applicable currency or tariff fluctuation mechanism and any other variations from those set out in these Conditions (in each case as applicable)

“VAT”

value added tax

“you”

the person named as the supplier in the Order

- 1.2 all headings are for ease of reference only and will not affect the construction or interpretation of these Conditions;
- 1.3 references to a “person” include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- 1.4 references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
- 1.5 references to any authority will be construed so as to include any assignee, transferee or successor of any such authority and any other person which takes over the administration, enforcement and/or supervisory functions of any such authority;
- 1.6 any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;
- 1.7 the rule known as the ejusdem generis rule will not apply and accordingly the meaning of general words introduced by the word “other” or a similar word or expression will not be restricted by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
- 1.8 references to “in writing” or “written” include facsimile and e-mail but not other methods of electronic messaging;
- 1.9 an obligation on a party to procure or ensure the performance or standing of another person will be construed as a primary obligation of that party; and
- 1.10 to the extent only of any conflict or inconsistency between these Conditions and any other documents expressly incorporated into the Contract, the order of precedence will be as follows: (i) the Order, (ii) the Terms Sheet, and (iii) these Conditions.

2. CONTRACT FORMATION

- 2.1 The Order constitutes an offer by us to purchase the goods set out in the Order (“**Goods**”) and services set out in the Order, including any Deliverables, (“**Services**”) from you on these Conditions. A contract for the supply of Goods and/or Services by you to us on these Conditions and the Terms Sheet (the “**Contract**”) will be formed on the earlier of:
 - 2.1.1 our receipt of the Order Acknowledgement;
 - 2.1.2 your performance of any act consistent with your acceptance of the Order; and
 - 2.1.3 acceptance in accordance with **Condition 2.2**.
- 2.2 Unless you cannot fulfil an Order due to exceptional circumstances and you notify us in writing within 72 hours of receipt of the Order to this effect, providing full details of such exceptional circumstances, the Order will be deemed accepted by you on the day following receipt.
- 2.3 These Conditions are the only terms and conditions on which we will purchase goods and services from you and will apply to the exclusion of all other terms and conditions including any terms and

conditions which you purport to apply under any quotation, acknowledgement, acceptance or confirmation of order, delivery note, invoice or similar document (whether or not such document is referred to in the Contract) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.

- 2.4 Delivery or commencement of performance of the Services will be deemed conclusive evidence of your acceptance of these Conditions.
- 2.5 You may not cancel the Contract. We may cancel the Contract in whole or in part immediately by giving you written notice to that effect at any time before delivery of the Goods in accordance with **Condition 4.2** or performance of the Services in accordance with **Condition 7.2**. If we exercise our right of cancellation under this **Condition 2.5** our sole liability will be to pay to you fair and reasonable compensation for work-in-progress at the time of cancellation but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.
- 2.6 We may, by giving you written notice to that effect at least 3days before delivery of the Goods in accordance with **Condition 4.2** or performance of the Services in accordance with **Condition 7.2**, vary the quantity or type of the Goods ordered, the delivery date or address, the type of Services to be provided or the date on which the Services are to be performed. If any such variation results in an increase in your costs of performing, or the time required for performance of, the Contract you and we will agree an equitable adjustment to the price, delivery schedule or both.
- 2.7 You may not deliver the Goods by separate instalments unless we give our prior written consent to this. If we give such consent, you will invoice the Price for each instalment separately in accordance with **Condition 8.4** and we will be entitled, at our sole discretion, to exercise our rights and remedies (whether under these Conditions or otherwise) in respect of the relevant instalment or the whole Contract.

3. **THE GOODS**

- 3.1 The quantity and description of the Goods will be as set out in the Order, the Terms Sheet and/or in any Specification.
- 3.2 You shall ensure that at all times you have and maintain all Licences in respect of the Goods and shall comply with the Code of Conduct and our Supplier Standards, in each case as may be revised and updated from time to time.
- 3.3 We have the right to inspect and test the Goods at any time prior to Delivery. You will permit us, our officers, employees, agents and sub-contractors to enter upon your premises, and will procure permission for such persons to enter upon any relevant third party premises, to carry out such inspection and testing and will provide us with all facilities reasonably required.
- 3.4 If, following inspection or testing under **Condition 3.2**, we give written notice to you that we are not satisfied that the Goods will comply with **Condition 5.1**, you will take all steps necessary to ensure compliance.
- 3.5 We may conduct further inspections and tests after you have carried out remedial action under **Condition 3.4**.
- 3.6 No inspection or testing under **Condition 3.2** will reduce or otherwise affect your obligations under the Contract.
- 3.7 You will maintain detailed quality control and manufacturing records for a period of at least 12 years from the date of Delivery and will permit us, our officers, employees, agents and sub-contractors to inspect and take copies of these records on demand.
- 3.8 To the extent that you have designed or will design the Goods, you shall be responsible for:
 - 3.8.1 the design of the Goods; and
 - 3.8.2 the selection of components and materials in relation to the Goods.
- 3.9 In designing the Goods, you shall exercise, and will continue to exercise, all reasonable skill, care and diligence to be expected of a competent professional designer who is experienced in carrying out such work for projects of a similar size, complexity and nature to the project for which the Goods are intended.

- 3.10 You shall:
- 3.10.1 notify us as soon as you become aware of any health and safety hazards or issues which arise in relation to the Goods;
 - 3.10.2 comply with all Applicable Law in relation to the Contract including: (i) the Goods; (ii) the installation of your equipment (where applicable); (iii) the Services; and (iv) the use of all documents, information and materials provided by you or your subcontractors, consultants or employees, relating to the Goods and/or Services;
 - 3.10.3 only use equipment which is in good working order and fit for purpose and conforms to all relevant standards and any reasonable requirements we notify you of;
 - 3.10.4 notify us immediately of:
 - 3.10.4.1 any actual or suspected breach of Condition 5.1.4; or
 - 3.10.4.2 any planned, anticipated or actual Product Recall; and
 - 3.10.5 promptly provide any and all support as we require, at no additional charge, in relation to any product issues and/or warranty claims which arise in connection with the Goods.
- 3.11 If a Product Recall is required by Applicable Law or we deem it appropriate, you shall (at your cost) promptly provide us with all necessary assistance to enable the Product Recall to be conducted by either us or you with due urgency.

4. **DELIVERY**

- 4.1 You will deliver the Goods to the address specified in the Order or the Terms Sheet during the hours of 6:00 am to 5:00 pm on the date specified in the Order or the Terms Sheet or, if no date is specified in the Order or the Terms Sheet, no later than the date which is the fourteenth day from and including the date of the Order, or otherwise as notified to you in writing by us.
- 4.2 Unless otherwise set out in the Terms Sheet, delivery of the Goods ("**Delivery**") will be DDP Arco Nominated Facility Incoterms 2020, save that you will be responsible for off-loading the Goods from the delivery vehicle.
- 4.3 The delivery dates set out in the Order or the Terms Sheet are based on agreed lead times. If you are unable to achieve the delivery dates set out in the Order or the Terms Sheet, you should contact the Arco contact stated on the Order or your usual Arco contact.
- 4.4 You shall:
- 4.4.1 comply with all health and safety rules and regulations and any other security requirements that apply at the delivery location for the Goods as set out in **Condition 4.2**; and
 - 4.4.2 take all reasonable steps to ensure that your personnel wear appropriate personal protective equipment at all times.
- 4.5 In relation to delivery of the Goods, you shall at all times take steps to proactively minimise the cost and environmental impact of delivery, for example using consolidated shipments where possible, and shall comply with the Terms Sheet, the Code of Conduct, our Supplier Standards and all of our reasonable requests in this regard.
- 4.6 If you:
- 4.6.1 deliver less than 95% of the quantity of Goods ordered, we may reject the Goods; or
 - 4.6.2 deliver more than 100% of the quantity of Goods ordered, we may at our sole discretion reject the Goods or the excess Goods, unless agreed by the parties in writing prior to Delivery,
- and any rejected Goods shall be returnable at your risk and expense. If you deliver more or less than the quantity of Goods ordered, and we accept the delivery, you shall make a pro rata adjustment to the invoice for the Goods.
- 4.7 You will ensure that:
- 4.7.1 the Goods are marked in accordance with our instructions and any applicable laws and any applicable requirements of any carrier and are properly packed and secured so as to reach their destination in an undamaged condition;
 - 4.7.2 the delivery is accompanied by a prominently displayed delivery note which shows the Order number, date of Order, type and quantity of Goods, code numbers of Goods (if

- applicable), any special storage instructions and, where delivery by instalments is permitted under **Condition 2.7**, the outstanding balance of Goods remaining to be delivered;
- 4.7.3 it states clearly on the delivery note any requirement for us to return any packaging material for the Goods to you. Any such packaging material shall only be returned to you at your cost;
 - 4.7.4 all packaging material used for the Goods comprises no less than 35% recycled content and that you will use reasonable endeavours to increase the amount of recycled content;
 - 4.7.5 you will provide us on demand a declaration:
 - 4.7.5.1 that the Goods do not include any products covered by REACH; and
 - 4.7.5.2 stating the make-up of all packaging material used for the Goods and confirming that it complies with the requirements of **Condition 4.7.4**;
 - 4.7.6 on or before Delivery we are provided in writing with a list by name and description of any harmful or potentially harmful properties or ingredients in the Goods supplied whether in use or otherwise and thereafter information concerning any changes in such properties or ingredients. We will rely on the supply of such information from you in order to satisfy our own obligations under the Health and Safety at Work Act 1974 and any relevant Applicable Laws; and
 - 4.7.7 on or before Delivery we are supplied with all operating and safety instructions, safety data sheets, clearly displayed warning notices and such other information as may be necessary for the proper use, maintenance and repair of the Goods.
- 4.8 If you fail to deliver the Goods on the date specified in **Condition 4.1**, without prejudice to any of our other rights or remedies (whether express or implied), we may exercise any one or more of the following remedies:
- 4.8.1 terminate the Contract immediately by giving you written notice to that effect, in which case you will refund any monies already paid by us under the Contract in relation to the Goods that have not been delivered;
 - 4.8.2 require you to refund the Prices for the relevant Goods;
 - 4.8.3 refuse to accept any subsequent delivery of the Goods which you attempt to make;
 - 4.8.4 recover from you any and all liabilities, losses, damages, costs and expenses incurred by us as a result of your failure to supply the Goods, including in obtaining substitute goods from another supplier; and/or
 - 4.8.5 to claim damages for any other costs, loss or expenses we incur which are in any way attributable to your failure to carry out your obligations under the Contract.
- 4.9 If you fail to deliver the Goods on the date specified in **Condition 4.1**, without prejudice to any of our other rights or remedies (whether express or implied), we may require you to pay to us on demand in cleared funds liquidated damages of a sum equal to 2% of the Prices of the Goods for each week (pro rata for any part week) by which delivery of the Goods is delayed, up to a maximum of 25% of the total Prices of the Goods. The parties agree that the liquidated damages are a genuine pre-estimate of the loss that we will suffer as a result of the delay in delivery of the Goods, are a proportionate amount to protect our interests in performance and will not be regarded as penalty provisions. You waive any right to claim that the liquidated damages are penalty provisions.
- 4.10 If we exercise our rights under **Condition 4.9**, we shall not be entitled to any of the remedies set out in **Condition 4.8** in respect of the Goods' late delivery (but such remedies shall be available in respect of the Goods' condition in accordance with **Condition 5.2**).
- 4.11 Risk and ownership of the Goods will pass to us on Delivery, unless we expressly agree otherwise in the Term Sheet.
- 4.12 If we resell the Goods prior to ownership of the Goods passing in accordance with **Condition 4.11**, we shall do so in accordance with this **Condition 4** and ownership of the Goods shall pass from you to us immediately prior to the point at which the resale by us occurs. We may only resell the Goods before ownership of the Goods has passed if such sale is a sale of your property on our own behalf as principal (not as your agent) made in the ordinary course of our business.
- 4.13 If you fail to comply with, or delay in complying with, the requirements of any carriers in respect of delivery of the Goods and as a result we are obliged to fulfil such requirements, we may recover from you any and all liabilities, losses, damages, costs and expenses incurred by us in fulfilling such requirements.

5. DEFECTIVE GOODS

- 5.1 You will ensure that the Goods will:
- 5.1.1 be fit for any purpose held out by you or made known to you expressly or by implication and in this respect we rely on your skill and judgement;
 - 5.1.2 conform to their description and any applicable Specification or (in the absence of any applicable Specification) any specification which may be inferred from your description of the Goods;
 - 5.1.3 where they are manufactured products, be free from defects in design, materials and workmanship and remain so for a period of 24 months after Delivery;
 - 5.1.4 comply with all Applicable Laws and the requirements of any relevant statutory and regulatory bodies;
 - 5.1.5 be accompanied by all appropriate documentation;
 - 5.1.6 comply with the Arco Policies (to the extent applicable); and
 - 5.1.7 be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health.
- 5.2 Without prejudice to any of our other rights or remedies (whether express or implied), if any Goods do not conform with any of the terms of **Condition 5.1** we may (whether or not the Goods have been accepted) exercise any one or more of the following remedies:
- 5.2.1 terminate the Contract immediately by giving you written notice to that effect;
 - 5.2.2 reject the Goods in whole or in part and return them to you at your own risk and expense;
 - 5.2.3 require you, at our option, to promptly repair or replace the relevant Goods free of charge or to refund the Price for the relevant Goods;
 - 5.2.4 refuse to accept any subsequent delivery of the Goods which you attempt to make;
 - 5.2.5 recover from you any and all liabilities, losses, damages, costs and expenses incurred by us as a result of the non-conformity of the Goods, including in obtaining substitute goods and/or services from another supplier; and/or
 - 5.2.6 to claim damages for any other costs, loss or expenses we incur which are in any way attributable to your failure to carry out your obligations under the Contract.
- 5.3 **Condition 5.2** will apply to any repaired or replacement Goods supplied under **Condition 5.2.3**.

6. INDEMNITY

- 6.1 You will indemnify us against all losses (including all direct, indirect and consequential losses), liabilities, costs, damages and expenses that we do or will incur or suffer, all claims or proceedings made, brought or threatened against us by any person and all losses (including all direct, indirect and consequential losses), liabilities, costs (on a full indemnity basis), damages and expenses we do or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with:
- 6.1.1 any breach by you of any of your obligations under the Contract (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations); and
 - 6.1.2 any Product Recall.

This **Condition 6.1** will not apply to any breach of, or failure or delay in performing, or negligent performance or non-performance of, any of your obligations under **Condition 9.2**. This **Condition 6.1** will also not apply to any failure by you to deliver the Goods on the date specified in **Condition 4.1** if we have been paid liquidated damages by you under **Condition 4.9** in respect of that failure.

- 6.2 Without prejudice to **Condition 6.1**, if any person claims that the possession and/or use and/or sale of the Goods by us and/or our customers, officers, employees, agents or sub-contractors infringes the intellectual property rights of that or any other person ("**IPR Claim**"), you will indemnify us, our customers, officers, employees, agents and sub-contractors against all losses (including all direct, indirect and consequential losses), liabilities, costs, damages and expenses that we, our customers, officers, employees, agents or sub-contractors do or will incur or suffer, all claims or proceedings made, brought or threatened against us, our customers, officers, employees, agents or sub-contractors by any person and all losses (including all direct, indirect and consequential losses),

liabilities, costs (on a full indemnity basis), damages and expenses we, our customers, officers, employees, agents or sub-contractors do or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with that IPR Claim.

7. SERVICES

- 7.1 You will, in performing the Services and, where applicable, providing the Deliverables:
- 7.1.1 use the degree of skill, care, prudence, supervision, diligence, foresight, quality control and quality management which would be adopted by a leading professional provider of the Services;
 - 7.1.2 use appropriately qualified, trained and experienced personnel with the right to work in the relevant location;
 - 7.1.3 fulfil all requirements set out in the Order and the Terms Sheet (if applicable) and comply with the Code of Conduct;
 - 7.1.4 fully co-operate with us, our agents, representatives and contractors and comply with our reasonable instructions in all matters relating to the Services;
 - 7.1.5 ensure that at all times you have and maintain all the Licences in respect of the provision of the Services;
 - 7.1.6 comply with all Applicable Laws, British Standards, requirements of any relevant statutory and regulatory bodies, and the Arco Policies; and
 - 7.1.7 comply, and procure that your employees and contractors will comply, with all health and safety and security policies that apply at any of our premises and all lawful and reasonable directions given by us, our agents, representatives and contractors.
- 7.2 You will perform the Services on the performance date(s) set out in the Order and the Terms Sheet (if applicable). Time for provision of the Services will be of the essence of the Contract.
- 7.3 You warrant that:
- 7.3.1 you are UK tax resident or have a tax presence in the UK; and
 - 7.3.2 no individuals who are or will be involved in the provision of the Services will be engaged via a third party which meets one of Conditions A to C set out in sections 61N(9) to (11) of the Income Tax (Earnings and Pensions) Act 2003.

8. PRICE AND PAYMENT

- 8.1 Subject to you performing your obligations in accordance with the terms of the Contract, we will pay the Prices and/or the Charges (as applicable) to you in accordance with this **Condition 8**.
- 8.2 Unless otherwise set out in the Terms Sheet or agreed by the parties in writing, the only monies to be paid by us in connection with the supply of the Goods and the performance of the Services are the Prices and the Charges which will be inclusive of all costs and expenses incurred by you including all packaging, insurance, carriage and delivery costs and all travel, accommodation and subsistence expenses.
- 8.3 Any sum payable under the Contract is exclusive of VAT which will be payable in addition to that sum in the manner and at the rate prescribed by law from time to time, subject to receipt by the paying party of a valid VAT invoice.
- 8.4 You will be entitled to invoice us for the Prices for the Goods following Delivery and for the Charges for the Services following completion of performance of the Services. Each invoice will be a valid VAT invoice and will contain the following information: the date of the Order, the invoice number, our purchase order number and material codes, your VAT registration number and any supporting documents that we may reasonably require. Failure to quote our purchase order number and material codes on all paperwork will result in a delay in the processing and payment of your invoice.
- 8.5 Any invoice received against an Order which does not reflect the prices and/or delivery charges stated in such Order and/or the Terms Sheet will be subject to delays in payment whilst any queries are resolved. You should advise us of any anomalies prior to invoicing.
- 8.6 Subject to **Conditions 8.7, 8.8, 8.9** and **8.11**, each invoice will be payable by us within 60 days following the end of the month in which we receive a correctly rendered invoice, unless otherwise agreed by you and us in writing, to the bank account nominated by you in writing.

8.7 You will submit invoices (in electronic format with a copy to the contact nominated on the Order) to the following e-mail address or to such other e-mail address as we may notify you of from time to time:

invoices@arco.co.uk

Notwithstanding any purported contrary appropriation by you, we will be entitled, by giving written notice to you, to appropriate any payment by us to any invoice issued by you.

8.8 No payment made by us will constitute acceptance or approval by us of the Goods or Services or otherwise prejudice any rights or remedies which we may have against you including the right to recover any amount overpaid or wrongfully paid to you.

8.9 If we, on bona fide grounds, dispute any part of an amount invoiced by you (a "**Disputed Sum**"), we will be entitled to withhold payment of the Disputed Sum until the dispute is settled.

8.10 If any sum payable under the Contract is not paid on or before the due date for payment you will be entitled to charge us interest on that sum at 4% per annum above the base lending rate from time to time of HSBC Bank plc from the date falling 7 calendar days after the date on which you notify us that such payment has not been made until the date of payment (whether before or after judgment), such interest to accrue on a daily basis. Such interest will not be chargeable on any Disputed Sum, provided that if it is agreed or determined that part or all of the Disputed Sum is payable, interest will be chargeable on the relevant part of the Disputed Sum in accordance with this **Condition 8.10** but from the date on which payment of that sum is due in accordance with settlement of the dispute rather than from the date on which payment of the original invoice which included that sum was originally due. The parties agree that this **Condition 8.10** is a substantial remedy for late payment of any sum payable under the Contract, for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

8.11 You will maintain complete and accurate records of the time spent and materials used in providing the Services, and you will allow us to inspect such records at all reasonable times on request.

8.12 We will be entitled to set-off any liability which you have to us against any liability which we have to you, whether such liability is present or future, liquidated or unliquidated, under the Contract or any other contract between the parties or other cause of action.

9. **OUR PROPERTY**

9.1 All materials, equipment, tools, dies and moulds supplied by us to you ("**Arco Materials**") will at all times:

- 9.1.1 be and remain our exclusive property;
- 9.1.2 be held by you in safe custody at your own risk;
- 9.1.3 be maintained and kept in good condition by you until returned to us;
- 9.1.4 not be disposed of other than in accordance with our written instructions;
- 9.1.5 not be used otherwise than as authorised by us in writing; and
- 9.1.6 be returned to us on demand.

9.2 Unless otherwise agreed by the parties in writing, we will own all Intellectual Property Rights in the Deliverables. Accordingly, you, with full title guarantee:

- 9.2.1 assign to us by way of present assignment of the future copyright, design right and/or database right, all future copyright, design right and/or database right comprised in the Deliverables; and
- 9.2.2 agrees to assign to us all other Intellectual Property Rights in the Deliverables, such assignment to take place immediately and automatically upon the creation of such Deliverables,

in each case throughout the world for the whole term, including any extensions or renewals of such Intellectual Property Rights, and including the right to sue for damages and other remedies for infringements of such Intellectual Property Rights.

10. ANTI-CORRUPTION

- 10.1 You will, and will procure that your officers, employees, agents and any other persons who perform services for you or on your behalf in connection with the Contract will:
- 10.1.1 comply at all times with the Code of Conduct;
 - 10.1.2 not commit any act or omission which causes or could cause us or you (or that person) to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption, including the Bribery Act 2010;
 - 10.1.3 keep accurate and up to date records showing all payments made and received and all other advantages given and received in connection with the Contract and the steps taken to comply with this **Condition 10.1**, and permit us to inspect those records as reasonably required;
 - 10.1.4 promptly notify us of:
 - 10.1.4.1 any request or demand for any improper financial or other advantage received by you (or that person); and
 - 10.1.4.2 any improper financial or other advantage you (or that person) give or intend to give,
 whether directly or indirectly in connection with the Contract;
 - 10.1.5 promptly give us written notice of any breach of this **Condition 10.1**; and
 - 10.1.6 immediately give written notice to us of any non-compliance with the Code of Conduct of which you become aware.
- 10.2 You acknowledge that you have been provided with a copy of the Code of Conduct (as in force at the date of the Contract).
- 10.3 You will indemnify us against all losses (including all direct, indirect and consequential losses), liabilities, costs, damages and expenses that we do or will incur or suffer, all claims or proceedings made, brought or threatened against us by any person and all losses (including all direct, indirect and consequential losses), liabilities, costs (on a full indemnity basis), damages and expenses we do or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with any breach by you of **Condition 10.1** (including any failure or delay in performing, or negligent performance or non-performance of, any of your obligations under **Condition 10.1**), including the costs of procuring the Goods and Services from a person other than you (including the costs of interim service provision, the costs of any re-tender and the amount by which any new service provider's prices exceed the Prices and Charges payable to you under the Contract).

11. HEALTH & SAFETY

- 11.1 You will at all times comply with best practice and current best standards in respect of health and safety practices and applicable health and safety legislation and you will comply in full with any health and safety obligations noted in the Code of Conduct. In particular, you must ensure that all your employees and contractors are provided with and utilise appropriate personal protective equipment.

12. ANTI-SLAVERY

- 12.1 You will not engage in any Modern Slavery Practice.
- 12.2 You will:
- 12.2.1 conduct proper and adequate checks on any agency or person used by you to provide labour, employees, contractors or other persons to undertake tasks for you (in each case whether on a permanent or temporary basis) to ensure that any such agency or person does not engage in any Modern Slavery Practice or abuse of human rights;
 - 12.2.2 provide us with such reasonable assistance and information as we may require from time to time to enable us to:
 - 12.2.2.1 perform any activity required by any government, regulatory entity or agency in any relevant jurisdiction for the purpose of compliance with any applicable Anti-Slavery Laws or as required by us;
 - 12.2.2.2 prepare a slavery and human trafficking statement as required by section 54 Modern Slavery Act and to include the matters referred to in section 54(5) of that Act;

- 12.2.2.3 comply with any requirement to report on respect for human rights or to enable us to demonstrate compliance with any human rights code or policy to which we adhere or which applies to us;
 - 12.2.2.4 identify any non-compliance with the Code of Conduct;
 - 12.2.2.5 conduct due diligence and to measure the effectiveness of the steps we are taking or wish to take to ensure that Modern Slavery Practices or abuse of human rights are not taking place in our business or supply chains; and
- 12.2.3 permit us, any person nominated by us for this purpose and any Regulatory Authority to have such access on demand to your premises, personnel, systems, books and records as we or the Regulatory Authority may require to verify your compliance with this **Condition 12**.
- 12.3 You will immediately give written notice to us upon the occurrence of a breach or suspected breach of any of your obligations referred to in this **Condition 12** or if you receive notification from any person alleging a breach or suspected breach by you or any of your employees, contractors or other persons who undertake tasks for you of any Anti-Slavery Laws. The notice will set out reasonable details of the breach or suspected breach.
- 12.4 We will be entitled, by giving written notice to that effect to you, to require you to:
- 12.4.1 remove from the performance of the Contract any of your officers, employees, or agents whom we believe to be engaging in any Modern Slavery Practice; or
 - 12.4.2 take such action as we require to ensure that you fully comply with any Anti-Slavery Law, the Code of Conduct and any applicable guidance issued by any competent or statutory authority.

13. **SANCTIONS AND COMPLIANCE WITH EXPORT LAWS**

13.1 **Warranties**

You warrant that, as at the date of the Contract and during the term of the Contract:

- 13.1.1 neither you nor any of your Group Companies nor any of your or their officers, employees, agents or subcontractors is or are a Sanctioned Person;
- 13.1.2 neither you nor any of your Group Companies are engaging in and have not engaged in any transaction or conduct that could result in you or them becoming a Sanctioned Person;
- 13.1.3 you are not engaging in and have not nor have any of your Group Companies engaged in any transaction that circumvents or has the purpose of circumvention of any Sanctions;
- 13.1.4 neither you nor any of your Group Companies has ever been subject to any claim, proceeding, formal notice or investigation with respect to any Sanction or Export Law;
- 13.1.5 the transactions contemplated by the Contract will not directly or indirectly involve a Sanctioned Person or any country which is (or whose government is) the subject of any Sanction;
- 13.1.6 you have provided all information of which you are aware that we reasonably require in order for us to assess and manage the risk of Sanctions being imposed on us and to enable us to comply with all laws or regulations applying in the jurisdictions in which the Goods and/or Services are supplied or delivered, the parties to the Contract are located or in which any element of the Contract is to be performed;
- 13.1.7 there are no pending or threatened claims, proceedings, formal notices or investigations against or involving you or any of your Group Companies in respect of any Export Laws or Licences.

13.2 **Obligations to comply**

You will at all times during the term of the Contract:

- 13.2.1 comply with any Sanction or Export Law (including obtaining all required authorisations from the US Government before transferring or otherwise disclosing technical data or technology) and ensure that you and any of your Group Companies are not and do not become a Sanctioned Person;
- 13.2.2 ensure that you have in place appropriate controls and safeguards to prevent any action being taken by you or any of your Group Companies that would amount to or result in a breach of or non-compliance with any Sanction or Export Law; and

13.2.3 comply with all Export Laws in relation to the supply of the Goods and the performance of the Services.

13.3 Notifications and information requirements

13.3.1 If at any time during the term of the Contract:

13.3.1.1 you become or any of your Group Companies become or any of your or their officers, employees, agents or subcontractors become a Sanctioned Person;

13.3.1.2 you become or any of your Group Companies become subject to any claim, proceeding, formal notice or investigation with respect to any Sanction;

13.3.1.3 a breach, or suspected breach, of any of your obligations under **Condition 13.2** occurs; or

13.3.1.4 you become aware of a breach of any of the warranties set out in **Condition 13.1,**

you will immediately notify us in writing of the relevant fact, circumstance or breach in reasonable detail.

13.3.2 From the date on which the Contract is formed you will provide at your cost all information that we reasonably require from time to time in order for us to:

13.3.2.1 determine whether you or any of your Group Companies has become a Sanctioned Person;

13.3.2.2 comply with any request or requirement from any Sanctions Authority or regulatory authority that oversees any Export Laws; and

13.3.2.3 assess or manage the risk of Sanctions or Export Laws being imposed on either party.

13.3.3 You will permit us and any person nominated by us for this purpose, to have such access on demand to your premises, personnel, systems, books and records as we may reasonably require to verify your compliance with this **Condition 13.**

13.4 Licences

If any Licence is required so that the performance of the Contract does not contravene any Sanction or any Export Law, you will at your own cost and expense use reasonable endeavours to obtain that Licence.

14. TERMINATION

14.1 If you commit a material breach of the Contract which cannot be remedied or a material breach of the Contract which can be remedied but you fail to remedy that breach within 21 days of being notified in writing to do so, we may terminate the Contract immediately by giving you written notice to that effect.

14.2 Any breach of any of the following Conditions will be a material breach: **Conditions 3.4, 3.10.2, 3.11, 4.4, 10.1, 11** and **13** irrespective of:

14.2.1 whether or not any financial loss or reputational damage arises as a consequence of the relevant breach; and

14.2.2 the level of any financial loss or deprivation of benefit arising as a consequence of the relevant breach.

14.3 We may terminate the Contract immediately by giving you written notice to that effect if a Force Majeure Event continues for a period of more than two weeks.

14.4 We may terminate the Contract immediately by giving you written notice to that effect if you:

14.4.1 have a receiver, LPA receiver, fixed charge receiver, receiver and manager, administrative receiver or court appointed receiver or a provisional liquidator appointed over any of your assets, undertaking or income;

14.4.2 are subject to a notice of intention to appoint an administrator;

14.4.3 propose or pass a resolution for your winding-up;

14.4.4 have a winding up petition presented against you or a winding up order made by a court in respect of you;

- 14.4.5 propose, make or are subject to any scheme of arrangement, voluntary arrangement or any other composition or arrangement with creditors, including a scheme of arrangement under Part 26A Companies Act 2006;
 - 14.4.6 take any step in respect of obtaining a moratorium under Part A1 of the Insolvency Act 1986;
 - 14.4.7 cease to carry on business;
 - 14.4.8 are unable to pay your debts as they fall due;
 - 14.4.9 take any steps or actions or have any steps or actions taken in connection with any of these procedures in respect of you;
 - 14.4.10 are the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction;
 - 14.4.11 are the subject of any proceeding in any Member State of the European Union which is capable of recognition under the EC Regulation on Insolvency Proceedings (EC 1346/2000) or the EU Regulation on Insolvency Proceedings (Recast) (EU 2015/848) as those regulations are enacted by an institution of the European Union and as amended from time to time;
 - 14.4.12 are the subject of an application for the recognition of a foreign insolvency proceeding under the Cross-Border Insolvency Regulations 2006 (SI 2006/1030); or
 - 14.4.13 you undergo a change of Control,
- and you will notify us immediately upon the occurrence of any such event or circumstance.
- 14.5 Following expiry or termination of the Contract:
- 14.5.1 any Conditions which expressly or impliedly continue to have effect after expiry or termination of the Contract will continue in force; and
 - 14.5.2 all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry or termination.
- 14.6 On termination of the Contract you shall immediately deliver to us all Deliverables whether or not then complete, and return all Arco Materials. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned or delivered, you shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 14.7 Within 10 days after the date of expiry or termination of the Contract you will, subject to the exception set out in **Condition 14.8**,
- 14.7.1 if requested to do so, return to us all of our Confidential Information (including all copies and extracts) and all our other property (whether tangible or intangible) in your possession or control; and
 - 14.7.2 cease to use our Confidential Information.
- 14.8 Each of us may retain any of the other's Confidential Information which we or you have to keep to comply with any applicable law or which we or you are required to retain for insurance, accounting or taxation purposes. The provisions of **Condition 15** will continue to apply to retained Confidential Information.
15. **CONFIDENTIALITY**
- 15.1 Both you and we will, subject to **Condition 15.2**:
- 15.1.1 only use the other's Confidential Information for the purpose of performing our respective obligations and exercising our respective rights under the Contract;
 - 15.1.2 keep the other's Confidential Information secret, safe and secure; and
 - 15.1.3 not disclose the other's Confidential Information to any other person.
- 15.2 Each of you and we may disclose the other's Confidential Information:
- 15.2.1 to the extent required by law, by an order of a court of competent jurisdiction or as required by any securities exchange, listing authority, governmental or regulatory authority; and

- 15.2.2 to those of our officers, directors, employees and professional advisers and, in the case of us alone, also to our agents and sub-contractors, who need access to that Confidential Information so that our respective obligations can be performed and our respective rights can be exercised under the Contract. If either you or we disclose the other's Confidential Information under this **Condition 15.2.2**, either you as the discloser or we where we are the discloser will procure that each person to whom that Confidential Information is disclosed will not do or omit to do anything which if done or omitted to be done by the relevant discloser would be a breach of this **Condition 15**.
- 15.3 For the purposes of this **Condition 15**, "**Confidential Information**" means any information that relates to either you or us (or any of our respective Group Companies or businesses) and which is disclosed to the other in connection with the Contract and any trade secret disclosed by either you or us where discloser of that the information is the trade secret holder, but excluding information that:
- 15.3.1 is at the relevant time in the public domain (other than by virtue of a breach of this **Condition 15**);
- 15.3.2 was received by the other from a third party who did not acquire it in confidence; or
- 15.3.3 is developed by the other without any breach of the Contract.
16. **INSURANCE**
- 16.1 You will, at your own cost, purchase and maintain insurance policies with a reputable insurance company which will provide cover in respect of the performance of your obligations under the Contract, including public liability insurance, product liability insurance and any other insurances which you are required by Applicable Law or by any Regulatory Authority to maintain ("**Required Insurances**").
- 16.2 At least once in each calendar year of the Contract and otherwise upon our reasonable request, you will provide to us:
- 16.2.1 evidence (in a form that we deem satisfactory) that each of the Required Insurances are in full force and effect and meet all the requirements of this **Condition 16**;
- 16.2.2 evidence (in a form that we deem satisfactory) that all premiums for the Required Insurances are paid in accordance with the terms of the Required Insurances; and
- 16.2.3 a copy of the current year's insurance certificate.
- 16.3 You will, on reasonable notice, provide any further information that we reasonably request in relation to the Required Insurances.
17. **FORCE MAJEURE**
- 17.1 Neither you nor we will be in breach of the Contract for any failure to perform or delay in performing those obligations to the extent that and for so long as such failure or delay is solely due to a Force Majeure Event.
18. **AUDIT**
- 18.1 You will, during the Audit Period, permit us and any representatives of any Regulatory Authority, to have such access on demand during normal business hours to your premises and to any of your personnel, systems and relevant records as may be reasonably required in order to:
- 18.1.1 fulfil any request by any Regulatory Authority;
- 18.1.2 undertake verifications of the accuracy of the Prices and/or Charges or investigate suspected fraud;
- 18.1.3 undertake verification that the Services are being provided in accordance with these Conditions and that you are complying with all other obligations contained in these Conditions;
- 18.1.4 assess and verify your compliance with all Applicable Laws, all laws relating to anti-bribery and/or anti-corruption, Anti-Slavery Laws and the Code of Conduct; and/or
- 18.1.5 enable us to:
- 18.1.5.1 fully comply with all Applicable Laws (including any accounting, tax and filing obligations);
- 18.1.5.2 respond to enquiries raised by any Regulatory Authority or deal with any investigation by, or order or direction of, any Regulatory Authority; or

- 18.1.5.3 deal fully with enquiries, complaints or claims made by our customers or other third parties.
- 18.2 You will promptly comply with all requests for information we make to you as part of any due diligence activity we undertake.
19. **NOTICE**
- 19.1 Subject to **Condition 19.7**, any notice given under or in connection with the Contract will be:
- 19.1.1 sent to the relevant party's address by pre-paid tracked courier service providing proof of delivery;
- 19.1.2 delivered to or left at the relevant party's address (but not, in either case, by the method set out in **Condition 19.1.1**); or
- 19.1.3 sent by e-mail to that party's e-mail address provided that it is also sent or delivered promptly thereafter in accordance with **Condition 19.1.1 or 19.1.2**,
- 19.2 In the case of any notice to be given to us, notice must be sent to for the attention of our General Counsel at:
- PO Box 21, Blackfriargate, Hull, HU1 1BH
- companysecretary@arco.co.uk
- A copy must also be sent for the attention of our Buying Director at the address above. Emails to your Buying Director may be sent to our primary business contact(s) for you, clearly marked for the attention of the Buying Director. Your primary business contact(s) may be set out in the Terms Sheet.
- 19.3 In the case of notice to be given to you, we may use any current address and/or any e-mail addresses that we hold for you or as otherwise agreed with you in writing.
- 19.4 Either of us may change the details to be used for the giving of notices by the relevant party giving at least 10 Business Days' notice in accordance with this **Condition 16**.
- 19.5 Any notice given in accordance with **Condition 19.1** will be deemed to have been served:
- 19.5.1 if given by pre-paid tracked courier service as set out in **Condition 19.1.1**, at 9.00 a.m. on the date of delivery;
- 19.5.2 if given as set out in **Condition 19.1.2**, at the time the notice is delivered to or left at that party's address; and
- 19.5.3 if given as set out in **Condition 19.1.3**, at the time of sending the e-mail provided that no delivery failure message has been received and that hard copies have been sent promptly in accordance with **Condition 19.1.1 or 19.1.2**;
- provided that if a notice is deemed to be served before 9.00am on a Business Day it will be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00pm on a Business Day it will be deemed to be served at 9.00am on the immediately following Business Day.
- 19.6 To prove service of a notice it will be sufficient to prove that the provisions of **Condition 19.1** were complied with.
- 19.7 This **Condition 19** will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.
20. **GENERAL**
- 20.1 The Contract constitutes the entire agreement between you and us and supersedes any prior agreement or arrangement in respect of its subject matter and:
- 20.1.1 neither you nor us has entered into the Contract in reliance upon, and neither you nor us will have any remedy in respect of, any misrepresentation, representation or statement (whether made by the other or any other person) which is not expressly set out in the Contract; and
- 20.1.2 nothing in this **Condition 20.1** will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.
- 20.2 A delay in exercising or failure to exercise a right or remedy under or in connection with the Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further

exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

- 20.3 If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.
- 20.4 Save as otherwise expressly provided in these Conditions, no variation to the Contract will be effective unless it is in writing and signed by a duly authorised representative on behalf of each of you and us.
- 20.5 Nothing in the Contract and no action taken by either you or us in connection with it or them will create a partnership or joint venture or relationship of employer and employee between you and us or give either of you or us authority to act as the agent of or in the name of or on behalf of the other or to bind the other or to hold itself out as being entitled to do so.
- 20.6 A Contract may be executed in any number of counterparts, each of which will constitute an original, but which will together constitute one contract.
- 20.7 Each of you and us agrees that it is an independent contractor and is entering into the Contract as principal and not as agent for or for the benefit of any other person.
- 20.8 You and we do not intend that any term of the Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.
- 20.9 Our rights and remedies set out in these Conditions are in addition to and not exclusive of any rights and remedies provided by law.
- 20.10 You will not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of your rights under the Contract or to sub-contract any of your obligations under the Contract, without our prior written consent.

21. **GOVERNING LAW AND JURISDICTION**

- 21.1 The Contract and any non-contractual obligations arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the law of England and Wales.
- 21.2 The courts of England and Wales have exclusive jurisdiction to determine any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including in relation to any non-contractual obligations), save in relation to any orders for specific performance, interim or final injunctive relief.