

Centrica Purchase Order Terms (Goods and Services)

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions the following expressions have the following meanings:

Agreement means these terms and conditions together with the relevant Purchase Order

Auditor means (a) the Company; (b) a Regulatory Authority; and (c) the agents and representatives of the Company or such Regulatory Authority

Charges means the charges for the Goods and/or Services as set out and calculated in accordance with the Purchase Order

Company means the party defined as such on the Purchase Order

Company Data means all data relating to the Company, other Group Companies or the customers of any of them which is processed, stored, generated, or capable of access by, or which otherwise comes into the possession of, the Supplier, any Subcontractor or any Supplier Personnel

Company Group means the group of companies, at the time in question and from time to time, that comprises of Centrica plc and:

- (a) any direct or indirect holding company;
- (b) any direct or indirect subsidiary;
- (c) any parent undertaking, or subsidiary undertaking of a parent undertaking or Centrica plc (the terms parent undertaking and subsidiary undertaking being interpreted in accordance with section 1162 of the Companies Act 2006); and
- (d) any company which:
 - (i) has Control of Centrica plc or any company falling under (a), (b) or (c) above; or
 - (ii) Centrica plc or any company falling under (a), (b) or (c) above has Control over

Company Materials means the Company Data and the Confidential Information and any of them

Company Personal Data means any Personal Data provided by the Company to the Supplier or collected by the Supplier on the Company's behalf, including Personal Data uploaded to or created on a platform provided by the Supplier or accessed by the Supplier on the Company's or third party systems

Confidential Information means all information of a confidential or proprietary nature relating to the business, prospects or activities of the party in question which is given to, generated by, or otherwise comes into the possession of the other party in the course of the negotiation or performance of this Agreement

Control has the meaning set out in section 1124 of the Corporation Tax Act 2010

CR Policy means the Company's Procurement and Corporate Responsibility Policy for Suppliers as amended from time to time

Default means a breach of any term of this Agreement or any tortious act or statement, breach of statutory duty, or misrepresentation that gives rise to liability at Law

Delivery Date means the date for delivery of the Goods or performance of the Services as set out on the Purchase Order

Delivery Location means the location at which the Goods are to be delivered or Services are to be performed as set out on the Purchase Order

Delivery Timeslot means the time for delivery of the Goods or performance of the Services as set out on the Purchase Order (if any)

Good Industry Practice means standards, practices, methods and procedures conforming to the degree of skill and care, diligence, and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances

Goods means the goods which are to be supplied to the Company by the Supplier as set out on the Purchase Order

Group Company means any company within the Company Group

InfoSec Policy means the Company's Information Security Policy as amended from time to time

A party is subject to an **Insolvency Event** if it is unable to pay its debts (within the meaning of sections 123, 267 or 268, as applicable, of Insolvency Act 1986); proposes or becomes subject to a voluntary arrangement or convenes a meeting of its creditors to consider such a proposal or, being a company has a proposal for a compromise or arrangement sanctioned by the court pursuant to section 899 Companies Act 2006 (save for the sole purpose of a solvent reconstruction or amalgamation); has a receiver or manager appointed over any of its assets, undertaking or income; takes any step towards its winding-up or bankruptcy as applicable (save, in the case of a company, a solvent liquidation for the sole purpose of effecting a reconstruction or amalgamation) or is subject to a petition issued by any court for its winding-up or bankruptcy (as applicable) that is not withdrawn upon the party's application; being a company, has an administrator appointed in respect of it or is the subject of an application for administration filed at any court or a notice of appointment of an administrator filed at any court or a notice of intention to appoint an administrator filed at any court by any person; being a company, is the subject of a notice to strike off the register at Companies House; or has any distraint, execution or other process levied or enforced on any of its property

IPR means all intellectual and industrial property rights including patents, copyright, trademarks, registered designs, utility models, design rights, database rights, rights to apply for any of the foregoing, and any other rights in any invention, discovery or process, and all renewals and extensions in each case in all countries in the world

Laws means (a) all laws (including the common law); (b) all regulations, policies and codes of conduct which are legally-binding; or (c) directions of a Regulatory Authority with which the Company and the other Group Companies are reasonably required to comply and which,

in each case, are applicable to the business of the Company and the other Group Companies or to any activities of the parties undertaken pursuant or in relation to this Agreement

Losses means losses, liabilities, damages, wasted expenditure, costs and expenses (including legal fees on a solicitor/own client basis and all other costs related to the investigation, prosecution or defence of legal claims)

Personal Data has the meaning given in the Regulations (as defined in clause 14.1)

Purchase Order means an order for the supply of Goods and/or Services which has been submitted by the Company to the Supplier

Rate Card means the rate card attached to the Purchase Order (if applicable)

Regulatory Authority means all governmental, statutory or regulatory bodies and any other competent authorities in any jurisdiction having responsibility for the regulation or governance of any of the activities of the Company or the Supplier, including data protection authorities and law enforcement agencies

Representative means the person appointed to such position pursuant to clause 23.1

Service Deliverable means a document, plan, program or other product which is included in the Services or the Supplier is obliged to provide to the Company in the course of providing the Services and includes all drafts and working papers created for the purpose of producing the same

Services means the services which the Supplier is to carry out for the Company under this Agreement as described in the Purchase Order (including those services which are included within, or required for, the performance of this Agreement)

Specification means the specification for each of the Goods, Services and/or Service Deliverables as set out as set out on or attached to the Purchase Order (if any)

Standard Contractual Clauses means such contractual terms as are currently approved by the European Commission for the transfer of Personal Data to processors established in third countries which do not ensure an adequate level of data protection, currently available at <https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32010D0087>

Subcontractor means a third party engaged by the Supplier in connection with this Agreement or the provision of any of the Goods or Services

Supplier means the party defined as such on the Purchase Order

Supplier Personnel means any individual employed or engaged by the Supplier or by any Subcontractor in connection with this Agreement or the provision of any of the Goods or Services

Supplier Premises means premises from which the Supplier, any Subcontractor or any Supplier Personnel provide all or any part of the Goods or Services or in which books and records relating to the Goods, the Services or this Agreement are stored

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006

Warranty Period means (a) in the case of Goods or Services for the Company's own use, twelve months' from the Delivery Date, and (b) in the case of Goods which are for resale or Services provided to a third party on the Company's behalf, the longer of (i) the period specified in the end user warranty and (ii) twelve months from the date of delivery to the end user customer

Working Day means any day other than a Saturday, Sunday or a day that is a public or bank holiday in England

1.2 In this Agreement, except where the context otherwise requires:

- 1.2.1 any gender includes all genders; the singular includes the plural and vice versa; and a reference to a person includes firms, partnerships, LLPs, associations, corporations, and bodies corporate;
- 1.2.2 a party means either the Company or the Supplier and parties shall be construed accordingly and a reference to a party includes its permitted successors and assigns;
- 1.2.3 a reference to any enactment, order, regulation, code, standard, policy or other instrument shall be construed as a reference to the same as amended, replaced, consolidated or re-enacted from time to time;
- 1.2.4 a reference to this Agreement or to any other document includes any permitted variation, amendment, or supplement to such document and a reference to any clause is a reference to such clause of these terms and conditions; and
- 1.2.5 headings are for convenience of reference only and shall not be taken into consideration in the interpretation or construction of this Agreement; examples which follow the word "including" (or similar) shall be construed as illustrative and shall not limit the interpretation of the term or concept of which they purport to be examples; and any obligation not to do anything shall include an obligation not to suffer, permit or cause that thing to be done.

2. DOCUMENTATION, ORDER PROCESS AND AMENDMENTS

- 2.1 In the event of any discrepancy arising between the Purchase Order and the clauses in these terms and conditions, the terms of the Purchase Order shall take precedence.
- 2.2 If the Company wishes to procure Goods and/or Services, it shall notify the Supplier of its requirements and, if the Supplier is able and prepared to provide the requested Goods and/or Services, it shall offer to do so by issuing a quotation to the Company, specifying the Goods and/or Services to be provided (including Service Deliverables), Delivery Date, Delivery Location, Delivery Timeslot, Charges and any other relevant information.
- 2.3 If the Company is prepared to accept the Supplier's quotation, it shall issue a Purchase Order confirming the terms agreed. The issue of a Purchase Order shall form a legally binding Agreement under which the Supplier will be obliged to provide, and the Company will be obliged to purchase, the Goods and/or Services described in the Purchase Order subject to the terms of this Agreement.
- 2.4 The Company may cancel all or part of the Goods and/or Services at any time by giving written notice to that effect to the Supplier. If the Supplier has not commenced work on the Goods and/or Services, or purchased goods and/or materials which are not capable of re-

- use, prior to the date of cancellation then such cancellation shall be without liability on the part of the Company. If the Supplier has commenced work, or purchased such goods and/or materials, prior to the date of cancellation the Company shall pay a reasonable sum for such work or materials (such sum, in the case of work, to be calculated in accordance with the Rate Card unless agreed otherwise and, in the case of materials, to be calculated at cost to the Supplier without uplift) and all Service Deliverables shall be delivered to the Company in their then current form (to the extent the Supplier has not already done so).
- 2.5 Completed Purchase Orders incorporating these terms and conditions are the only basis for the supply of Goods and/or Services and no terms or conditions which the Supplier purports to apply under any acknowledgement or confirmation of order, quotation, specification, delivery note, invoice or similar document will be of any effect in relation to the supply of Goods and/or Services, whether or not such document is referred to in the Purchase Order.
- 2.6 The Supplier acknowledges that this Agreement does not constitute an exclusive arrangement between the parties for the supply of any Goods, Services or Service Deliverables and no guarantee is given by the Company of any continued or further requirements for Goods, Services or Service Deliverables from the Supplier.
3. **WARRANTIES**
- 3.1 The Supplier warrants that it shall manufacture, package and supply the Goods, deliver the Services and perform its obligations: in accordance with this Agreement; with all due skill, care and diligence and so as to meet any requirements of the Company, or which are required to be captured as part of the Goods or Services; in compliance with any codes of practice, standards and/or specifications that may be applicable; and in an economic, efficient, effective and safe manner and in accordance with Good Industry Practice using personnel with the requisite level of skill, expertise and experience.
- 3.2 In addition, where the Purchase Order includes the provision of Goods:
- 3.2.1 the Supplier warrants that the Goods shall correspond in every aspect with this Agreement; comply with all Laws; be so formulated, designed, constructed, finished, packaged and/or performed as to be safe and without risk to health; be of satisfactory quality within the meaning of the Sales of Goods Act 1979 (as amended) and be free from defects in design, material and workmanship; and
- 3.2.2 the Supplier shall pass to the Company the benefit of all manufacturer and other warranties and/or guarantees relating to the Goods.
- 3.3 Without prejudice to any other rights and remedies of the Company, if it is discovered during the Warranty Period that the Goods, Services or Service Deliverables provided do not comply with this Agreement then the Company shall have the right, at its discretion, or require the Supplier to do any of the following:
- 3.3.1 promptly remedy any non-compliance at the Supplier's own cost;
- 3.3.2 replace any non-compliant Goods or Service Deliverables with Goods or Service Deliverables that comply with this Agreement; and
- 3.3.3 re-perform any non-compliant Services in a manner which complies with the Agreement.
4. **DELIVERY AND PERFORMANCE**
- 4.1 The Goods shall be delivered, and/or the Services shall be performed, at the Delivery Location during the Delivery Timeslot on the Delivery Date.
- 4.2 Where the Purchase Order includes the provision of Goods, the Supplier shall ensure that: (a) the Goods are marked in accordance with the Company's instructions and any applicable regulations and are properly packaged and stored so as to reach their destination in an undamaged condition; (b) each delivery is accompanied by a prominently displayed delivery note and all handling, storage, operating and safety instructions and any other information as may be necessary for their proper use, maintenance and repair.
- 4.3 When delivering the Goods, performing the Services or otherwise undertaking its obligations under this Agreement the Supplier shall:
- 4.3.1 co-operate fully with and co-ordinate its efforts with third parties to ensure, where necessary, that work, materials and services provided by the third party integrate with the Goods, Services or Service Deliverables; and
- 4.3.2 promptly warn the Company whenever the Supplier has reasonable grounds to believe that any failure on the part of the Company to carry out its obligations and responsibilities under or associated with this Agreement, or the manner in which they are carried out, may have, or threatens to have, a detrimental effect on the quality of the Goods or Services or the efficiency or cost (to the Company) of their supply or the performance of any other obligations of the Supplier under this Agreement.
- 4.4 The Company may carry out tests or inspect the Goods, Services and/or Service Deliverables in order to check whether they comply with this Agreement.
- 4.5 The Company shall not be deemed to have accepted Goods, Services and/or Service Deliverables until it has had:
- 4.5.1 28 days to inspect the Goods or Service Deliverables following delivery;
- 4.5.2 28 days to inspect the results of the Services following performance; or
- 4.5.3 in the case of a latent defect, 28 days after any latent defect has become apparent.
- 4.6 If the Goods are not delivered, or Services are not performed, on the specified Delivery Date, then, without limiting any other right or remedy the Company may have, the Company may: (a) refuse to allow any subsequent attempted delivery or performance of the Goods or Services; (b) terminate this Agreement with immediate effect; (c) obtain substitute products or services from another supplier and recover from the Supplier any costs and expenses reasonably incurred by the Company in obtaining such substitute products or services; and (d) subject to clause 10, claim damages for any other costs, expenses or losses resulting from the Supplier's failure to deliver the Goods or perform the Services on the Delivery Date, provided that the Supplier shall have no liability for any failure or delay in delivering the Goods or performing the Services to the extent that such failure or delay is directly caused by the Company's failure to comply with its obligations under this Agreement.
- 4.7 Unless the Purchase Order states otherwise, the Supplier shall be wholly responsible for providing all personnel, assets, facilities, software and other materials that are required to enable it to deliver the Goods, provide the Services and comply with its other obligations under this Agreement. All property of the Supplier or any Subcontractor located on Company premises shall remain at the sole risk and responsibility of the Supplier or the relevant Subcontractor.
- 4.8 All materials and equipment supplied by the Company to the Supplier are the property of the Company and the Supplier shall look after the same with at least the same degree of care as it would its own property (such degree of care to be at the least in accordance with Good Industry Practice).
5. **CHARGES AND PAYMENT**
- 5.1 In consideration of the Supplier performing its obligations in accordance with the provisions of this Agreement the Company shall pay the Charges. The Charges shall:
- 5.1.1 constitute the only charges payable by the Company under or in respect of this Agreement or the Goods and Services and be exclusive of VAT;
- 5.1.2 unless otherwise stated in the Purchase Order be inclusive of all charges, including all travel, subsistence, expenses, packaging material, packing, shipping, loading, carriage, insurance and delivery and all other costs and expenses of the Supplier and the Supplier Personnel and any duties, imposts, levies or taxes other than VAT; and
- 5.1.3 neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change in exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or the Subcontractors of the performance of the Supplier's obligations.
- 5.2 Where the Purchase Order states that the Supplier may recover travel and subsistence costs in addition to the Charges, such costs may only be recovered in accordance with the Company's permitted expenses policy.
- 5.3 The Supplier may invoice the Company for the Charges in accordance with the payment dates referred to in the Purchase Order or, if no specific dates have been referred to on, or at any time after, delivery of the Goods or Completion of the Services (as applicable) in accordance with this Agreement. In order to be valid, invoices issued by the Supplier must:
- 5.3.1 be valid tax invoices for the purposes of VAT legislation;
- 5.3.2 identify the Supplier; reference the Purchase Order number and specify the Goods and/or Services to which the invoice relates;
- 5.3.3 be sent to Centrica Accounts Payable - British Gas Trading Ltd, Winnall Down, Alresford Road, Winchester, Hampshire SO21 1FP or such other address as may be notified to the Supplier from time to time;
- 5.3.4 include any necessary information to support the invoiced amount; and
- 5.3.5 be in any form requested by the Company which may include the use (at the Supplier's cost) of the Company's preferred electronic invoicing system through the Company's then current service provider, as notified to the Supplier from time to time.
- 5.4 If the Company disputes any sum included in a valid invoice it shall notify the Supplier of the dispute and the amount to which it relates. The Supplier shall promptly issue a credit note for the disputed amount and VAT thereon and issue an invoice in the amount of the undisputed sum. The Company shall pay any undisputed balance of the invoice in accordance with this clause 5. If resolution of any dispute results in the Company agreeing to make payment to the Supplier, the Supplier may invoice the agreed amount to the Company and the Company shall pay the invoice in accordance with this clause 5.
- 5.5 Subject to clause 5.4, the Company shall pay the Charges within 60 days of receiving a valid invoice for the same.
- 5.6 If any undisputed sum payable under this Agreement is not paid when due then the party entitled to payment may claim interest from the due date until payment is made in full both before and after any judgment, at two per cent per annum over the Bank of England bank rate from time to time.
- 5.7 The Company may set off against any liability arising under this Agreement any liability which it reasonably believes to be due from the Supplier to the Company under this Agreement (whether or not the exact amount of the liability has been finally determined).
- 5.8 The Supplier shall not be entitled to invoice the Company, and the Company shall not be obliged to pay the Supplier, for Charges that are not invoiced within three months of the date on which the Charges could have first been included in an invoice.
- 5.9 The Supplier shall not commence the performance of the Services, supply Goods nor deliver any Deliverables until it receives a valid Purchase Order from the Company. Any performance of the Services or supply of Goods or Deliverables prior to the receipt of a valid Purchase Order shall be at the Supplier's sole risk and the Company shall not be liable to pay for such Services, Goods or Deliverables.
6. **TERMINATION**
- 6.1 Either party may by written notice (of such period as shall be set out in that written notice) served on the other party terminate this Agreement in whole or in part if the other party is the subject of an Insolvency Event.
- 6.2 Either party may by written notice (of such period as shall be set out in that written notice) served on the other party terminate this Agreement in whole or in part (at the date set out in that notice) if:
- 6.2.1 the other party has committed a material breach of this Agreement which is irremediable;
- 6.2.2 the other party has committed a material breach of this Agreement which is capable of remedy and has failed to remedy the breach within 30 days of receiving written notice requiring it to do so,
- and for this purpose a number of breaches (whether of the same or different obligations and regardless of whether those breaches are remedied) may collectively constitute a material breach to which clause 6.2.1 or 6.2.2 applies whether or not each breach on its own would be considered a material breach.

- 6.3 The Company may by written notice to the Supplier terminate this Agreement in whole or in part (i) (at the date set out in that notice), at any time, if (a) the Company has concerns regarding the financial standing of the Supplier or (b) there is a change in Control of the Supplier or (ii) upon three months' prior written notice which the Company may serve at any time.
- 7. EFFECT OF TERMINATION OF THIS AGREEMENT**
- 7.1 In the event of termination or expiry of this Agreement:
- 7.1.1 the Supplier shall cease to use the Company Materials and deliver up to the Company any Company equipment and Company Materials that the Company provided to the Supplier;
- 7.1.2 this Agreement shall continue in force to the extent necessary to give effect to those of its provisions which expressly or by implication have effect after termination; and
- 7.1.3 the rights of either party accrued on or prior to termination or expiry shall remain unaffected.
- 7.2 Upon early termination of this Agreement for any reason whatsoever by the Company, the Company shall pay any Charges remaining unpaid for the Goods and/or Services provided in accordance with this Agreement up to the date of termination that remain unpaid for but shall be under no obligation to pay any compensation and/or termination payment to the Supplier.
- 7.3 Upon early termination of this Agreement by either party, where the Company has paid the Supplier the Charges for Goods and/or Services that have not been provided at the date of termination, the Supplier:
- 7.3.1 in the case of Goods, at the Company's option either deliver the Goods or repay the Charges to the Company; and
- 7.3.2 in the case of Services, repay the Charges to the Company.
- 8. REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES**
- 8.1 Each party represents and warrants to the other that it has full power and capacity to execute, deliver, and perform its obligations under this Agreement.
- 8.2 The Supplier warrants, represents and undertakes to the Company that:
- 8.2.1 it has, and will maintain, all licences, consents and materials that it requires in order to provide the Goods and/or Services and perform its other obligations under this Agreement;
- 8.2.2 it shall not infringe the IPR of any third party when performing its obligations under this Agreement;
- 8.2.3 it will comply with all relevant anti-bribery legislation; and
- 8.2.4 the Goods and any Service Deliverables will correspond in every respect with this Agreement; will comply with all Law applicable to their production and use; and will be so formulated, designed, constructed, finished and/or performed as to be fit for the purpose for which they are intended, of satisfactory quality, safe and without risk to health.
- 8.3 Without prejudice to the Company's other rights or remedies, where any breach of the warranties, representations and undertakings given by the Supplier is capable of remedy, the Supplier shall remedy the same in a timely manner and meet all the costs of, and incidental to, the performance by the Supplier of such remedial work.
- 9. INDEMNITIES**
- 9.1 The Supplier shall at all times indemnify each Group Company, its officers, employees and agents, and keep such Group Company and its officers, employees and agents indemnified, from and against any Losses:
- 9.1.1 arising out of or in connection with any claim by a third party that its IPR are infringed (or are alleged to be infringed) by (a) the receipt, use, reproduction, possession or exploitation of the Goods, Services or a Service Deliverable by or on behalf of the Group Company in the manner contemplated by this Agreement or (b) any modification made by or on behalf of the Supplier to any materials (including software) owned by or licensed to the Company or any other Group Company;
- 9.1.2 in connection with actions or remedies required, proceedings commenced or threatened by a Regulatory Authority (including any fines imposed by such Regulatory Authority) as a result of a Default by the Supplier, its Subcontractors and Supplier Personnel; and
- 9.1.3 arising out of or in connection any breach by the Supplier of (i) clause 14, or (ii) any Laws relating to privacy or data protection.
- and references in this clause 9 to the Supplier shall include its Subcontractors and Supplier Personnel.
- 9.2 Whilst it is not intended that TUPE shall apply in connection with this Agreement, if, on the cessation of any Services, any Supplier Personnel transfers, or it is alleged that they transfer, under TUPE to any Group Company or a successor supplier of services similar to the Services, the Supplier shall indemnify each Group Company and the successor supplier from and against any Losses arising out of or in connection with any such claims or transfers (including in relation to costs and claims incurred by each Group Company or successor supplier in connection with dismissing any Supplier Personnel).
- 10. LIABILITY**
- 10.1 Neither party excludes or limits its liability to the other:
- 10.1.1 for personal injury or death caused by its negligence;
- 10.1.2 for any matter for which, at law, a party cannot exclude or limit or attempt to exclude or limit its liability;
- 10.1.3 for infringement of a third party's IPR;
- 10.1.4 for breach of clause 13 (Confidentiality);
- 10.1.5 for breach of clause 14 (Data Protection and Company Materials); or
- 10.1.6 for fraud or fraudulent misrepresentation,
- and the Supplier does not exclude or limit its liability for:
- 10.1.7 wilful default or gross negligence; or
- 10.1.8 under the indemnities contained in clause 9.
- 10.2 Subject to clauses 10.1 and 10.5, the Supplier's maximum aggregate liability under this Agreement for loss of or damage to tangible property (whether real or personal) arising from the acts or omissions of the Supplier, a Subcontractor or Supplier Personnel shall be limited to five million pounds sterling (£5,000,000).
- 10.3 Subject to clauses 10.1 and 10.5 (and excluding Losses that fall within clause 10.2), the Supplier's maximum aggregate liability for all Losses on the part of the Group Companies that arise as a consequence of, or in connection with, any Defaults on the part of the Supplier, Subcontractors or Supplier Personnel under or in connection with this Agreement shall be limited to:
- 10.3.1 a sum equal to two hundred per cent (200%) of the aggregate Charges paid or payable by the Company under this Agreement; or
- 10.3.2 one million pounds sterling (£1,000,000),
- 10.3.3 whichever is the greater.
- 10.4 Subject to clauses 10.1 and 10.5, the aggregate liability of all the Group Companies in respect of all Losses under or in connection with this Agreement shall be limited to fifty percent (50%) of the Charges due and payable under this Agreement but this limitation shall not limit or exclude the Company's obligation to pay the Charges in accordance with this Agreement.
- 10.5 Subject to clause 10.1, neither party shall have any liability to the other party for any special, indirect or consequential loss.
- 11. INSURANCE**
- The Supplier shall, at its own cost, have in place insurance cover from reputable insurers of a sufficient value and of the correct types to cover all of the Supplier's activities carried out under this Agreement, as well as any other insurance required by law.
- 12. INTELLECTUAL PROPERTY**
- 12.1 The Company hereby authorises the Supplier to use any IPR in materials provided to it by the Company for the purposes only of performing its obligations under this Agreement for the term of this Agreement.
- 12.2 All rights, title and interest in the Service Deliverables supplied or prepared by the Supplier or on behalf of the Supplier for the purposes of this Agreement (together with the IPR therein) shall be the exclusive property of the Company and shall vest in the Company as soon as they become identifiable as being supplied to the Company, or upon payment by the Company for the same, whichever is the sooner. The Supplier undertakes to sign such documentation and take such action (if any) as may be reasonably requested by the Company to vest any such IPR in the Company and/or any Group Company.
- 12.3 The Supplier shall procure that all Supplier Personnel, and Subcontractors who perform any part of this Agreement (or, in the case of Subcontractors' personnel, with the relevant Subcontractor) contract on terms which ensure that any IPR arising out of or relating to work on the Service Deliverables done by that person shall vest in, or otherwise be assigned absolutely and with full title guarantee to, the Company in support of the Supplier's obligations in clause 12.2, and to the extent that any such personnel or Subcontractors have any moral rights in any such work, they shall have been unconditionally and irrevocably waived.
- 12.4 Save as provided in clause 12.2, any IPR owned by or licensed to the Supplier or any member of the Supplier Group prior to the date of the Purchase Order or developed or acquired (whether by way of ownership or licence) by the Supplier or any such member (including any third party IPR embedded in or forming an integral part of the Goods or used in the provision of the Services) shall remain the property of the Supplier, and the Supplier hereby grants (or shall procure the grant of) a perpetual, non-terminable, sub-licensable, fully assignable, royalty-free licence to the Company and the other Group Companies to use, copy, modify and amend such IPR to the extent necessary for the Group Companies (or any third party nominated by the Group Companies) to use, amend and enjoy the benefit of the Goods and Services whether during the term of this Agreement or at any time thereafter.
- 13. CONFIDENTIALITY**
- Each party agrees to maintain as confidential and not to use or disclose to any third party any Confidential Information derived from the other party in connection with this Agreement without the written consent of the disclosing party except to the extent a) strictly necessary for the proper performance of this Agreement or b) required by law or any securities exchange or Regulatory Authority. The Supplier shall be responsible for any breach by its personnel of this provision and the Company may from time to time require the Supplier Personnel to enter into confidentiality contracts directly with the Company. The Supplier agrees to assist the Company in obtaining such contracts. The obligations in this clause 13 shall survive for a period of two years after the expiry or termination of this Agreement.
- 14. DATA PROTECTION AND COMPANY MATERIALS**
- 14.1 References in this clause 14 to a Regulation are to regulation 2016/679/EC. References to an Article are to an Article of the Regulation. Capitalised terms in this clause have the meaning defined by the Regulation, unless otherwise defined in this Agreement.
- 14.2 If, in respect of any Personal Data, the Company is a Controller, and the Supplier Processes the Personal Data as the Company's Processor, this clause 14 shall apply in respect of such Processing.
- 14.3 The Supplier shall:
- 14.3.1 process the Personal Data only on documented instructions from the Company, including with regard to transfers of Personal Data to a third country or an international organisation;
- 14.3.2 unless prohibited by law, notify the Company:
- (a) before Processing the Personal Data, if the Supplier is required by any law of the European Union or the law of one of the Member States of the European Union to act other than in accordance with the instructions of the Company; or
- (b) immediately (and in all cases within 24 hours of becoming aware), if, in the Supplier's opinion, any of the Company's instructions under clause

- 14.3.1 infringes the Regulation or other Union or Member State data protection provisions;
- 14.3.3 obtain the Company's prior written authorisation before engaging another Processor and shall respect the conditions referred to in paragraphs 2 and 4 of Article 28 for any such engagement;
- 14.3.4 comply with clause 13 (Confidentiality) in respect of such Processing, and the Personal Data shall be "Confidential Information";
- 14.3.5 take all measures required pursuant to Article 32;
- 14.3.6 taking into account the nature of the Processing, assist the Company by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Company's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the Regulation;
- 14.3.7 provide reasonable assistance to the Company on written request by the Company in ensuring compliance with the Company's obligations pursuant to Articles 32 to 36, taking into account the nature of Processing and the information available to the Supplier;
- 14.3.8 at the Company's choice, delete or return all the Personal Data to the Company after the end of the provision of the Services relating to the Processing, and delete existing copies unless Union or Member State law requires storage of the Personal Data;
- 14.3.9 at Supplier's cost and following written agreement as to the details:
- (a) make available to the Company all information necessary to demonstrate compliance with the obligations laid down in Article 28;
- (b) allow for and contribute to audits, including inspections, conducted by the Company or another auditor mandated by the Company; and
- 14.3.10 in the event of an actual or suspected Personal Data Breach:
- (a) immediately notify the Company (and in all cases no later than 24 hours of becoming aware) by both e-mail to privacy@centrica.com and resilience@centrica.com and by phone to the Global Operations Centre (+44 1494400400);
- (b) provide reasonable and timely cooperation with the Company's investigation into the Personal Data Breach; and
- (c) unless required by binding Laws, or under a subpoena, court order or similar legal document issued by a court or Regulatory Authority, not disclose the Personal Data Breach to anyone other than the Company without first obtaining the Company's prior written consent.
- 14.4 The Supplier shall (and shall procure that the Subcontractor and Supplier Personnel) take all precautions necessary to protect and preserve the integrity of the Personal Data supplied by the Company or processed as part of this Agreement and to prevent any corruption, destruction or loss of the Company Materials.
- 14.5 The Supplier shall not transfer (within the meaning of Chapter V of the Regulation) Personal Data to recipients (including Sub-processors) in jurisdictions outside of the European Economic Area unless the Company provides its written consent
- 14.6 If:
- 14.6.1 the Supplier either or both:
- 14.6.1.1 is established in the United Kingdom; or
- 14.6.1.2 Processes Personal Data in the United Kingdom; and
- 14.6.2 the United Kingdom is or becomes a "third country" for the purpose of Chapter V of Regulation 2016/679
- unless and until such time as the European Commission has decided that the United Kingdom ensures an adequate level of protection for the purposes of Chapter V of Regulation 2016/679, the Company and the Supplier shall, in respect of any transfer of Personal Data subject to Chapter V of Regulation 2016/679 which is not subject to any of the permitted derogations set out in that Chapter V, enter into the Standard Contractual Clauses. For the purposes of those clauses, the Supplier shall be the "data importer" and the Company shall be the "data exporter".
- 14.7 If:
- 14.7.1 the Supplier transfers, publishes, discloses, divulges or otherwise permits access to Personal Data by recipients (including Sub-processors) in the United States of America in reliance on Commission Implementing Decision (EU) 2016/1250 (Privacy Shield); and
- 14.7.2 the Court of Justice of the European Union or other relevant authority finds that Commission Implementing Decision (EU) 2016/1250 is invalid or fails to ensure an adequate level of protection for the purpose of Chapter V of Regulation 2016/679;
- the parties agree to be bound by the Standard Contractual Clauses in respect of this Processing from the effective date of that finding. For the purpose of the Standard Contractual Clauses, the Company shall be the "Data Exporter", and the Supplier shall be the "Data Importer".
- 14.8 The Supplier shall and shall procure that the Subcontractor and Supplier Personnel) take all precautions necessary to protect and preserve the integrity of the Personal Data supplied by the Company or processed as part of this Agreement and to prevent any corruption, destruction or loss of the Company Materials.
15. **COMPLIANCE**
- The Supplier shall and shall procure that the Supplier Personnel and any Subcontractors:
- 15.1 comply with all Laws and not cause any Group Company to be in breach of any Laws;
- 15.2 comply with any relevant Company policies and standards (including the InfoSec Policy) and all reasonable and lawful directions given to the Supplier by the Company provided that those directions are not inconsistent with this Agreement; and
- 15.3 co-operate with any Regulatory Authority as required from time to time.
16. **CORPORATE SOCIAL RESPONSIBILITY**
- Throughout the term of this Agreement the Supplier shall comply with the CR Policy in force from time to time and shall allow the Auditors to access any of the Supplier Premises, personnel and relevant records as may be reasonably required in order to undertake verification of the Supplier's compliance with the CR Policy. The Supplier shall contract with its Subcontractors on terms providing equivalent level of protection to the CR Policy.
17. **RECORDS**
- The Supplier shall, and shall procure that its Subcontractors shall, maintain a complete and correct set of records pertaining to all activities relating to the performance of this Agreement and the Supplier's obligations under this Agreement and retain such records during the term of this Agreement and for not less than two years (or such longer period as may be required by law) following termination or expiry of this Agreement.
18. **AUDIT AND INSPECTION**
- 18.1 The Supplier shall permit the Auditors to conduct audits of the Supplier and its Subcontractors during the term of this Agreement (and for twelve months after the expiry or termination of this Agreement). The right of audit includes a right for the Auditor to enter any of the Supplier Premises to:
- 18.1.1 inspect and take copies of such books and records and to interview members of the Supplier Personnel;
- 18.1.2 inspect the manufacturing facilities and equipment used to manufacture the Goods and inspect stock levels and take samples of raw materials, packaging and the Goods; and/or
- 18.1.3 inspect the facilities from which any part of the Services are provided or where assets, software and other materials used in the performance of the Services are located.
- 18.2 The purpose of any audit carried out under this clause 18 shall be to: provide the Auditor with assurance as to the Supplier's compliance with this Agreement; to enable the Company to investigate any complaints or queries of or provide information required by a Regulatory Authority or any customers of a Group Company relating to the Goods and/or Services or the conduct of the Supplier, the Supplier Personnel or the Subcontractors and to investigate any suspicion of fraud or wrongful practice on the part of the Supplier or the Supplier Personnel.
- 18.3 The Supplier shall cooperate with the Auditor and will provide or procure such access and assistance as the Auditor requires in order to enable the Auditor to fully exercise the rights set out in clause 18.1. Except where the audit is undertaken in respect of suspected fraud or breach or by a Regulatory Authority which stipulates that no notice should be given, the Company shall:
- 18.3.1 provide at least five Working Days' written notice of the audit;
- 18.3.2 conduct the audit (or procure it is conducted) within normal business hours; and
- 18.3.3 use reasonable endeavours to avoid any disruption to the business of the Supplier or the Subcontractors.
19. **SUBCONTRACTING AND ASSIGNMENT**
- The Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights and obligations under this Agreement nor shall it subcontract performance of any of its obligations or responsibilities without the Company's prior written consent. If the Company gives such consent, any such subcontracting shall not relieve the Supplier from and the Supplier shall remain liable for, all of its liabilities, obligations and responsibilities hereunder.
20. **RIGHTS OF COMPANY GROUP**
- 20.1 The Supplier acknowledges and accepts that the Goods and/or Services are or may be provided to or for the benefit of other Group Company members. Where this Agreement refers to rights or benefits granted to the Company the reference to the Company shall be deemed to include other Group Company members who use the Goods and/or Services including licences (subject to any applicable obligations). However, administration of this Agreement and the pursuit or defence of any disputes or claims shall be restricted to the Company. Consequently:
- 20.1.1 any claims which a Group Company other than the Company might be entitled to bring against the Supplier will be brought by the Company on behalf of that Group Company; and
- 20.1.2 the Supplier shall not be entitled to bring any claim relating to this Agreement against any Group Company other than the Company.
- However, the Company and the Supplier shall be entitled to amend this Agreement in accordance with its terms without reference to, or the consent of, Company Group members other than the Company.
- 20.2 Notwithstanding clause 20.1, the Company and the Supplier shall be entitled to amend or rescind this Agreement in accordance with its terms without reference to, or the consent of, Group Companies other than the Company.
21. **PUBLICITY**
- The Supplier shall not:
- 21.1 make any public announcement or issue any public circular (including a media or press release) relating to this Agreement or its subject matter without the prior written approval of the Company; or
- 21.2 use the name or logos of the Company, or of any other Group Company without the Company's prior written consent (on every occasion), which may be withdrawn at any time if it is given.

22. **NOTICES**

- 22.1 Where this Agreement requires notice to be given by one party to the other such notice shall be in writing and shall be delivered by hand, first class post or special delivery post to the party's Representative.
- 22.2 A notice will be deemed to have been duly served if delivered by hand, at the time of delivery; if delivered by first class post or special delivery post, 48 hours after being posted provided that where in the case of delivery by hand such delivery occurs either after 4.00 pm on a Working Day, or on a day other than a Working Day, service will be deemed to occur at 9.00 am on the next Working Day.
- 22.3 In the case of communications relating to this Agreement which do not relate to matters where this Agreement requires notice to be given, communications may take place by email between the Representatives and each party shall be responsible for ensuring that its Representative's current email address is known by the other party's Representative.

23. **DISPUTE RESOLUTION**

- 23.1 Each party shall keep in place at least one Representative who has full authority to act on its behalf for all purposes of this Agreement and shall keep the other party informed of the name and contact details of its Representative.
- 23.2 The Representatives shall meet at such intervals as shall be reasonably requested by the Company to review the provision of the Goods and/or Services and deal with any issues.
- 23.3 In the event that any disputes or disagreements arise between the parties, either Representative may, on reasonable notice to the other, call a meeting of the Representatives in order to seek a resolution of the issue in question. If the parties have not agreed the dispute within five Working Days each party is free to refer the dispute to the courts, but prior to that point neither party can refer the dispute to the courts unless the reason for the referral is an application to protect the Confidential Information or IPR of the applicant.

24. **GENERAL**

- 24.1 Any failure to exercise or any delay in exercising a right or remedy provided by this Agreement or at law or in equity shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a potential action or remedy for breach of any of the terms of this Agreement or of a Default shall not constitute a waiver of any other potential action or remedy for breach or Default and shall not affect the other terms of this Agreement.
- 24.2 The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided at law or in equity.
- 24.3 This Agreement contains all the terms which Company and the Supplier have agreed in relation to the provision of the Goods and/or Services and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Goods and/or Services. The Supplier acknowledges that it has not relied upon any warranty, representation, statement or understanding made or given by or on behalf of the Company which is not set out in this Agreement and agrees that it shall have no claim in respect of the same. Nothing in this Agreement will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.
- 24.4 This Agreement can only be varied by a formal agreement which recites its intention to amend this Agreement and which is signed by persons who have the authority and capacity to bind the respective parties to a legal contract.
- 24.5 Nothing contained in this Agreement, and no action taken by the parties pursuant to this Agreement, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.
- 24.6 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable such invalidity, illegality or unenforceability shall not prejudice the other provisions of this Agreement which shall remain in full force and effect and if the provision in question would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.
- 24.7 Except as expressly provided in clause 20.1, the parties confirm that it is not their intention to confer any rights on any person who is not a party to this Agreement by virtue of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 24.8 This Agreement, 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 at all times in accordance with the laws of England and, without prejudice to the dispute resolution procedure set out in clause 23, the parties submit to the exclusive jurisdiction of the courts of England.