

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

Background IPR means Intellectual Property Rights in relation to the Goods and Services owned by and/or licensed to a party prior to the date of this Agreement and/or which are developed and/or acquired by a party other than under this Agreement

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

Commencement Date means the date set out in the Purchase Order

Company means the party defined as such in 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

Company Policies means the policies notified to the Supplier by the Company from time to time

Confidential Information means any know-how, trade secret, documentation or information (whether commercial, financial, technical, operational or otherwise) relating to its business, affairs, operations, processes, intentions, customers or suppliers and which is either marked as "confidential" or which the other party was aware or ought reasonably to be aware was of a confidential nature

Contract Year means a 12 month period during the term of this Agreement commencing on the Commencement Date and each anniversary thereof

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

Critical Minerals includes but is not limited to minerals such as cobalt, lithium, graphite, nickel, silicon, tin, gallium and rare earth elements; which are essential to the manufacturing of Goods in relation to this Agreement

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

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

Delivery Date means the date for delivery of the Goods and/or completion of the Services as set out in the Purchase Order

Delivery Location means the location at which the Goods are to be delivered as set out in the Purchase Order

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

Expire Date means the date set out in the Purchase Order

Foreground IPR means any and all Intellectual Property Rights created by a party under this Agreement (including improvements and/or adjustments to the Goods and Services)

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 (including any of them or part of them) as set out in 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, available at <https://www.centrica.com/media/uxhd42jh/infosec-policy-version-81.pdf>

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 restraint, execution or other process levied or enforced on any of its property

Intellectual Property Rights means patents, patentable rights, rights in inventions, utility models, moral rights, trademarks, trade dress, goodwill, business names, company names, domain names, copyright (including copyright in processes), rights in product concepts, rights with respect to unfair competition, design rights, rights in data, database rights, rights in know-how, company knowledge and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country (whether or not registered, whether present, future or contingent, and including without limitation all renewals, extensions, revivals or accrued rights of action) and all pending applications for and rights to apply for or register the same

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)

Modern Slavery Act means the Modern Slavery Act 2015

Modern Slavery Practices means and encompasses

but is not limited to (a) slavery, servitude, forced, compulsory and bonded labour in any form (prison, indentured, bonded or otherwise) or requiring its employees to lodge papers or deposits on starting work (b) child labour (that deprives or would reasonably be expected to deprive, children of their childhood, their potential and/or their dignity, and that is or could reasonably be foreseen to be harmful to their physical or mental development) (c) human trafficking including where victims are coerced, deceived and forced against their free will into providing work or services (d) breaches of the MSA (e) unethical recruitment and selection processes, charging or using third parties who charge recruitment fees to workers as a pre-requisite to being employed (f) retention of identification documents or important personal effects (g) other practices which may contribute to limit an employee's freedom and ability to voluntarily terminate employment (h) the payment of wages less than the acceptable minimum wage in that jurisdiction or any other unlawful money deductions or payments and (i) any other practices which would breach other similar laws and conventions including the International Labour Organisation's Forced Labour Convention 1930 (No. 29) and Protocol

Personal Data has the meaning given in the UK GDPR (as defined in clause 16.1)

Price means the price for the Goods, as set out in the Purchase Order

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 in relation to a party, means the person appointed to such position pursuant to clause 26.1

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 Deliverables as set out as set out in or attached to the Purchase Order (if any)

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 in the Purchase Order

Supplier Code of Conduct means the Company Group's Code of Conduct found at [Policies and Standards](#) as amended from time to time

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, 12 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) 12 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 shall include any permitted variation, amendment, or supplement to such document and a reference to any clause is a reference to such clause of this Agreement; 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 AND PRECEDENCE**
- 2.1 In the event of any discrepancy, inconsistency or divergence arising between the Purchase Order and the clauses in this Agreement, the terms of this Agreement shall prevail.
- 2.2 The Company may cancel all or part of the Goods and/or the 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 Deliverables and Intellectual Property Rights in Deliverables, created to the date of cancellation shall be assigned to the Company (if they haven't already done so).
- 2.3 The Supplier acknowledges that this Agreement does not constitute an exclusive arrangement between the parties for the supply of any Goods, Services or Deliverables and no guarantee is given by the Company of any continued or further requirements for Goods, Services or Deliverables from the Supplier.
- 3. TERM**
- This Agreement shall start on the Commencement Date and shall, unless terminated earlier in accordance with its provisions, end on the Expiry Date.
- 4. WARRANTIES**
- 4.1 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 Supplier Personnel with the requisite level of skill, expertise and experience.
- 4.2 In addition, where the Purchase Order includes the provision of Goods:
- 4.2.1 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 Sale of Goods Act 1979 (as amended) and be free from defects in design, material and workmanship; and
- 4.2.2 the Supplier shall pass to the Company the benefit of all manufacturer and other warranties and/or guarantees relating to the Goods.
- 4.3 Without prejudice to any other rights and remedies of the Company, if it is discovered during the Warranty Period that the Goods, Services or Deliverables provided do not comply with this Agreement then the Company shall have the right, at its discretion, to require the Supplier to do any of the following:
- 4.3.1 promptly remedy any non-compliance at the Supplier's own cost;
- 4.3.2 replace any non-compliant Goods or Deliverables with Goods or Deliverables that comply with this Agreement; and
- 4.3.3 re-perform any non-compliant Services in a manner which complies with the Agreement.
- 5. DELIVERY AND PERFORMANCE**
- 5.1 The Goods shall be delivered at the Delivery Location during the Delivery Timeslot on the specified Delivery Date.
- 5.2 The Services shall be completed by the specified Delivery Date.
- 5.3 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.
- 5.4 When delivering the Goods, performing the Services or otherwise undertaking its obligations under this Agreement the Supplier shall:
- 5.4.1 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 Deliverables; and
- 5.4.2 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.
- 5.5 The Company may carry out tests or inspect the Goods, Services and/or Deliverables in order to check whether they comply with this Agreement.
- 5.6 The Company shall not be deemed to have accepted Goods, Services and/or Deliverables until it has had:
- 5.6.1 28 days to inspect the Goods or Deliverables following delivery;
- 5.6.2 28 days to inspect the results of the Services following performance; or
- 5.6.3 in the case of a latent defect, 28 days after any latent defect has become apparent.
- 5.7 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 11, claim damages for any other 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.
- 5.8 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.
- 5.9 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).
- 5.10 The Supplier undertakes that it shall take all reasonable steps to ensure that:
- 5.10.1 Critical Minerals used in connection with this Agreement shall be sourced ethically and responsibly in compliance with any applicable laws, the Supplier Code of Conduct, Company Policies, regulatory requirements and industry standards;
- 5.10.2 supply chain due diligence is undertaken of the traceability of all Critical Minerals in relation to this Agreement; and
- 5.10.3 upon reasonable request the Supplier shall provide to the Company evidence of compliance with this clause 5.10.
- 6. PRICE, CHARGES AND PAYMENT**
- 6.1 In consideration of the Supplier performing its obligations in accordance with the provisions of this Agreement, the Company shall pay the Price for the Goods and/or the Charges for the Services.
- 6.2 The Charges and Price shall:
- 6.2.1 be inclusive of all charges, including expenses, travel, subsistence, packaging material, packing, shipping, loading, carriage, insurance and delivery of the Goods to the Delivery Location and all costs and expenses of the Supplier and Supplier Personnel;
- 6.2.2 constitute the only charges payable by the Company under or in respect of this Agreement and are exclusive of VAT; and
- 6.2.3 not 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.
- 6.3 Where the Purchase Order states that the Supplier may recover travel and subsistence costs in addition to the Charges and Price, such costs may only be recovered in accordance with the Company's permitted expenses policy and evidence of such costs being incurred.
- 6.4 The Supplier may invoice the Company for the Goods and Services in accordance with the payment dates referred to in the relevant Purchase Order or, if no specific dates have been referred to on, or at any time after, delivery of the Goods and completion of the Services in accordance with this Agreement. In order to be valid, invoices issued by the Supplier must:
- 6.4.1 be valid tax invoices for the purposes of VAT legislation;
- 6.4.2 identify the Supplier; reference the Purchase Order number; specify the Goods and/or Services to which the invoice relates and include any other reference number that may have been provided by the Company;
- 6.4.3 be sent to such address as may be notified to the Supplier from time to time;

- 6.4.4 include any necessary information to support the invoiced amount; and
- 6.4.5 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.
- 6.5 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 6. 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 be obliged to pay the invoice in accordance with this clause 6.
- 6.6 Subject to clause 6.5, the Company shall pay the Charges and Price within 60 days of receiving a valid invoice for the same.
- 6.7 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.
- 6.8 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 such liability has been finally determined).
- 6.9 The Supplier shall not be entitled to invoice the Company, and the Company shall not be obliged to pay the Supplier, for the Goods and Services that are not invoiced within three months of the date on which the Goods and Services could have first been included in an invoice.
- 6.10 The Supplier shall not commence the performance of the Services and supply of the Goods, nor deliver any Deliverables until the Commencement Date. Any performance of the Services and supply of Goods and/or Deliverables prior to the Commencement Date shall be at the Supplier's sole risk and the Company shall not be liable to pay for such Goods, Services and Deliverables.
- 7. TERMINATION**
- 7.1 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 if the other party is the subject of an Insolvency Event.
- 7.2 The Company may by written notice (of such period as shall be set out in that written notice) served on the Supplier terminate this Agreement in whole or in part (at the date set out in that notice) if:
- 7.2.1 the Supplier has committed a material breach of this Agreement which is irremediable;
- 7.2.2 the Supplier 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 7.2.1 or 7.2.2 applies whether or not each breach on its own would be considered a material breach.
- 7.3 In addition to any other express rights of termination in this Agreement, the Company may by written notice to the Supplier terminate this Agreement (at the date set out in that notice), at any time, if:
- 7.3.1 the Company has a legitimate concern regarding the financial standing of the Supplier;
- 7.3.2 the Supplier commits a breach of clause 17;
- 7.3.3 the Company suspects that, as a result of any act and/or omission by the Supplier, the Company's image and/or reputation has been, or is likely to be (if such act or omission were repeated), adversely affected; or
- 7.3.4 there is a change in Control of the Supplier.
- 7.4 The Company may, without any liability, terminate this Agreement or the Services in whole or in part at any time upon one month prior written notice which the Company may serve at any time.
- 7.5 Where the Company is entitled to terminate under this clause 7 it shall be entitled to terminate this Agreement in whole or in part. If terminated in part, the notice of termination shall specify which parts of the Agreement will continue in force, notwithstanding their expiry or termination for other purposes.
- 7.6 The Supplier may terminate this Agreement in whole on 30 Working Days' written notice if:
- 7.6.1 the Company has committed a material breach which is irremediable; or
- 7.6.2 the Company has committed a material breach which is capable of remedy and has failed to remedy the breach within 30 days of receiving written notice requiring it to do so.
- 7.7 The Supplier acknowledges and agrees that clauses 7.1 and 7.6 set out the only grounds on which it may terminate this Agreement or a Purchase Order or otherwise treat itself as discharged from the whole or any part of its obligations under this Agreement or at common law or otherwise.
- 8. EFFECT OF TERMINATION OF THIS AGREEMENT**
- 8.1 In the event of termination or expiry of this Agreement for any reason:
- 8.1.1 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;
- 8.1.2 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
- 8.1.3 the rights of either party accrued on or prior to termination or expiry shall remain unaffected.
- 8.2 Upon early termination of this Agreement for any reason whatsoever by the Company, the Company shall pay any Charges and Price 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.
- 8.3 Upon early termination of this Agreement by either party, where the Company has paid the Supplier the Charges and Price for Goods and/or Services that have not been provided at the date of termination, the Supplier:
- 8.3.1 in the case of Goods, at the Company's option either deliver the Goods or repay the Charges and Price to the Company; and
- 8.3.2 in the case of Services, repay the Charges and Price to the Company.
- 9. REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES**
- 9.1 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.
- 9.2 The Supplier warrants, represents and undertakes to the Company that:
- 9.2.1 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;
- 9.2.2 it shall not infringe the Intellectual Property Rights of any third party when performing its obligations under this Agreement;
- 9.2.3 it will comply with all relevant anti-bribery, anti-corruption, anti-money laundering and anti-fraud legislation; and
- 9.2.4 the Goods, Services and any Deliverables will correspond in every respect with this Agreement; will comply with all Laws 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.
- 9.3 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.
- 10. INDEMNITIES**
- 10.1 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:
- 10.1.1 arising out of or in connection with any claim by a third party that its Intellectual Property Rights are infringed (or are alleged to be infringed) by (a) the receipt, use, reproduction or exploitation of the Goods, Services or a 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;
- 10.1.2 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
- 10.1.3 arising out of or in connection with any breach by the Supplier of (i) clause 15, (ii) clause 17; or (iii) any Laws relating to privacy or data protection,
- 10.1.4 and references in clauses 10.1.1, 10.1.2, and 10.1.3 to the Supplier shall include its Subcontractors and Supplier Personnel.
- 10.2 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).
- 11. LIABILITY**
- 11.1 Neither party excludes or limits its liability to the other:
- 11.1.1 for any matter for which, at law, a party cannot exclude or limit or attempt to exclude or limit its liability;
- 11.1.2 for personal injury or death caused by its negligence;
- 11.1.3 for breach of a third party's Intellectual Property Rights;
- 11.1.4 for breach of clause 15 (Confidentiality);
- 11.1.5 for breach of clause 16 (Data Protection and Company Materials); or
- 11.1.6 for fraud or fraudulent misrepresentation,
- 11.2 And the Supplier does not exclude or limit its liability for:
- 11.2.1 wilful Default or gross negligence; or
- 11.2.2 under the indemnities contained in clause 10.

- 11.3 Subject to clauses 11.1, 11.2 and 11.6 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 which arises in any Contract Year shall be limited to five million pounds sterling (£5,000,000).
- 11.4 Subject to clauses 11.1, 11.2 and 11.6, the Supplier's total aggregate liability in respect of all causes of action arising out of or in connection with this Agreement in any Contract Year (whether for breach of contract, strict liability, tort (including negligence), misrepresentation or otherwise):
- 11.4.1 in respect of causes of action occurring prior to the first anniversary of the Contract Year, the Supplier's maximum aggregate liability shall be limited to the sum of one million pounds sterling (£1,000,000); and
- 11.4.2 in respect of causes of action occurring in any subsequent Contract Year of this Agreement, the Supplier's maximum aggregate liability for such causes of action shall be limited to the greater of:
- (a) a sum equal to two hundred per cent (200%) of the aggregate Charges paid and payable by the Company under this Agreement in the preceding year; or
- (b) one million pounds sterling (£1,000,000).
- 11.5 Subject to clauses 11.1 and 11.6, the Company's total aggregate liability in respect of all causes of action arising out of or in connection with this Agreement in any Contract Year (whether for breach of contract, strict liability, tort (including negligence), misrepresentation or otherwise) shall not exceed the lesser of either, fifty percent (50%) of the Price paid and payable by the Company in the Contract Year in question or £100,000.
- 11.6 Subject to clause 11.1 and 11.2, neither party shall have any liability to the other party for any special, indirect or consequential loss.
12. **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. Supplier shall include its Subcontractors and Supplier Personnel.
13. **NOT USED**
14. **INTELLECTUAL PROPERTY**
- 14.1 The Company hereby authorises the Supplier to use any Intellectual Property Rights in materials provided to it by the Company for the purposes only of performing its obligations under this Agreement during the Term. The Supplier will have no other rights whatsoever in respect of the Intellectual Property Rights of the Company or the Intellectual Property Rights in any materials provided to it by the Company.
- 14.2 The Supplier hereby assigns to the Company with full title guarantee all Foreground IPR.
- 14.3 All Background IPR is and shall remain the exclusive property of the party owning it.
- 14.4 For any Goods and Deliverables which include any third party Intellectual Property Rights which are embedded in or which are an integral part of the Goods and/or Deliverable, the Supplier shall grant (or procure the grant of) a perpetual, non-terminable, sub-licensable, fully assignable, royalty-free licence to the Group Companies to use, copy, modify and amend such Intellectual Property Rights 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/or Deliverables or outputs whether during the term of this Agreement or at any time thereafter.
- 14.5 The Supplier acknowledges that nothing in this Agreement gives the Supplier any right to use any Group Company's name, logo or branding in any manner other than as strictly necessary for the performance of its obligations under this Agreement.
15. **CONFIDENTIALITY**
- 15.1 Each party undertakes that it shall not at any time, use Confidential Information for any purpose other than to exercise its rights and perform its obligations under this Agreement, except as otherwise permitted by this Agreement or with the prior written consent of the other party.
- 15.2 **Exclusions:** The provisions of this clause 15 shall not apply to any Confidential Information that the receiving party can demonstrate:
- 15.2.1 is in the public domain in substantially the same combination as that in which it was disclosed to the receiving party other than as a result of a breach of this Agreement or any other obligations of confidentiality;
- 15.2.2 is or was lawfully received from a third party not under an obligation of confidentiality with respect to it;
- 15.2.3 is required to be disclosed under operation of law, by court order, by a stock exchange or by any Regulatory Authority of competent jurisdiction (but then only to the extent and for the purpose required); or
- 15.2.4 was developed independently of and without reference to Confidential Information disclosed by the other party,
- provided always that, except where it is prohibited from doing so by law or court order (or, in the case of disclosure to a Regulatory Authority, where that Regulatory Authority has requested or directed that the other party is not notified or informed of the disclosure), a party wishing to rely on an exclusion contained in this clause 15 shall provide the other with at least ten days' written notice of its intention to do so, such notice specifying details of the exclusion to be relied upon and the information concerned.
- 15.3 **Permitted disclosure:** Each party shall be entitled to divulge the other party's confidential information to its employees, agents, directors, officers, authorised Subcontractors, professional advisors, auditors and consultants who have a need to know the same in connection with this Agreement. The Company may also share the Supplier's Confidential Information with other Group Companies and (where relevant) with third party suppliers. In the case of any permitted disclosure, the receiving party shall ensure that the persons to whom it discloses the confidential information are aware of and shall procure that such persons comply with confidentiality provisions no less onerous than those contained in this Agreement.
16. **DATA PROTECTION AND COMPANY MATERIALS**
- 16.1 References in this clause 16 to UK GDPR are to the United Kingdom General Data Protection Regulation. References to an Article are to an Article of the UK GDPR. Capitalised terms in this clause 16 have the meaning defined by the UK GDPR, unless otherwise defined in this Agreement.
- 16.2 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 16 shall apply in respect of such Processing.
- 16.3 The Supplier shall:
- 16.3.1 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;
- 16.3.2 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 16.3.1 infringes the UK GDPR or
- other Union or Member State data protection provisions;
- 16.3.3 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;
- 16.3.4 comply with clause 15 (Confidentiality) in respect of such Processing, and the Personal Data shall be "Confidential Information";
- 16.3.5 take all measures required pursuant to Article 32;
- 16.3.6 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 UK GDPR;
- 16.3.7 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;
- 16.3.8 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;
- 16.3.9 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
- 16.3.10 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.
- 16.4 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.
- 16.5 The Supplier shall not transfer (within the meaning of Chapter V of the UK GDPR) Personal Data to recipients (including Sub-processors) in jurisdictions outside of the UK or the European Economic Area.
17. **COMPLIANCE**
- 17.1 The Supplier shall and shall procure that the Supplier Personnel and any Subcontractors:
- 17.1.1 comply with all Laws and not cause any Group Company to be in breach of any Laws;

- 17.1.2 comply with the Supplier Code of Conduct and act consistently with its principles and procure that all Supplier Personnel comply with the Supplier Code of Conduct and act consistently with its principles;
- 17.1.3 comply with any health and safety policies, measures, arrangements, information or instructions issued by the Company from time to time and which relate to health and safety matters;
- 17.1.4 comply with the Supplier Code of Conduct and all 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
- 17.1.5 co-operate with any Regulatory Authority as required from time to time; and
- 17.1.6 give written notice to the Company as soon as it becomes aware that it, any of the Supplier Personnel and/or any Subcontractor has breached, or is alleged to have breached this Agreement.
- 17.2 The Supplier shall indemnify the Company and any relevant Group Company against any Losses arising as a result of any breach of this clause 17 by the Supplier.
18. **CORPORATE SOCIAL RESPONSIBILITY**
- Throughout the term of this Agreement the Supplier shall comply with the Supplier Code of Conduct in force from time to time and shall allow the Auditors to access any of the Supplier Premises, Supplier Personnel and relevant records as may be reasonably required in order to undertake verification of the Supplier's compliance with the Supplier Code of Conduct. The Supplier shall contract with its Subcontractors on terms providing equivalent level of protection to the Supplier Code of Conduct.
19. **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.
20. **AUDIT AND INSPECTION**
- 20.1 The Supplier shall permit the Auditors to conduct audits of the Supplier and its Subcontractors during the term of this Agreement (and for 12 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:
- 20.1.1 inspect and take copies of such books and records and to interview members of the Supplier Personnel;
- 20.1.2 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
- 20.1.3 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.
- 20.2 The purpose of any audit carried out under this clause 20 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.
- 20.3 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 20.1. 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:
- 20.3.1 provide at least five Working Days' written notice of the audit;
- 20.3.2 conduct the audit (or procure it is conducted) within normal business hours; and
- 20.3.3 use reasonable endeavours to avoid any disruption to the business of the Supplier or the Subcontractors.
21. **MODERN SLAVERY**
- 21.1 The Supplier hereby confirms that it shall not engage in any Modern Slavery Practice. The Supplier shall take all reasonable steps to ensure that there are no Modern Slavery Practices anywhere in its supply chain whether that be by tier one contractors, agents, suppliers of goods or services or other parties further down the Supplier's supply chain (**Supply Chain Parties**).
- 21.2 The Supplier shall at the request of the Company respond to any anti-slavery due diligence questionnaire issued to the Supplier and warrants that its responses shall be complete and accurate.
- 21.3 The Supplier shall provide the Company, at the Company's cost with such assistance and information (including access to records, persons and premises) as it may require from time to time to enable the Company to (i) perform any activity required by any government, regulatory entity or agency in any relevant jurisdiction relating to Modern Slavery Practices or as required by the Company (ii) prepare a slavery and human trafficking statement as required by s.54 of the Modern Slavery Act (iii) identify any Modern Slavery Practice and carry out due diligence in relation to the effectiveness of any steps taken to counter any Modern Slavery.
- 21.4 The Supplier shall immediately notify the Company in writing if it becomes aware of a breach or suspected breach of any of its obligations under this clause 21 including but not limited to the occurrence of Modern Slavery Practices within the Supplier or any Supply Chain Parties. Without prejudice to the Company's other rights under this Agreement the Supplier agrees to take all reasonable steps requested by the Company to address any instances of Modern Slavery Practices in the Supplier's operations or the operations of Supply Chain Parties.
22. **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.
23. **RIGHTS OF COMPANY GROUP**
- 23.1 Save for the Group Companies who have the benefit of any terms under this Agreement, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement. Nothing in this clause 23.1 shall require the consent of the Company Group (other than the Company) in order to vary or amend any term of this Agreement. This clause 23 does not affect any right or remedy of any person which exists, or is available, other than pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 23.2 The Supplier acknowledges that any right or remedy it may have under this Agreement (or arising out of the acts or omissions of the Company Group in connection with the exercise of its rights pursuant to this clause 23) rests solely with the Company and enters into this Agreement on that basis.
- 23.3 The Company agrees that any claim brought under this Agreement shall be brought solely by the Company (and that for these purposes any loss suffered by any Group Company shall be deemed to have been suffered by the Company), provided that in the event that the Company is unable to secure the relief it and/or its other Group Companies seek following a first instance decision of the English courts on the basis that the courts consider that the Company is not an interested party to such claim or other civil proceedings or that it has not suffered any loss or the same loss, then the relevant Company Group shall be entitled to bring such claim or other civil proceedings against the Supplier directly.
- 23.4 The Supplier shall not be entitled to bring any claim relating to this Agreement against any Group Company except the Company.
24. **PUBLICITY**
- 24.1 The Supplier shall not without the prior written consent of the Company:
- 24.1.1 make any public announcement or issue any public circular (including a media or press release) relating to this Agreement or its subject matter; or
- 24.1.2 use the name of the Company, or of any Group Company, as a reference or in any advertising or promotional materials.
- 24.2 Any consent sought in accordance with this clause 24 must be sought on each and every occasion and may be withdrawn at any time.
- 24.3 Nothing in this clause 24 shall prevent the Supplier from issuing documents or announcements which it is required to issue by any Regulatory Authority.
25. **NOTICES**
- 25.1 Each notice given under or in relation to this Agreement must be in writing and either delivered by hand or sent by first class post to the recipient's nominated address (as set out below) or sent by email to the email address set out below (and in any case must be marked for the attention of the contact identified below).
- Notices to the Company: registered address of Company as provided on the Purchase Order and for the attention of Head of Legal, or as otherwise notified to the Supplier.
- Notices to the Supplier: registered address of Supplier as provided on the Purchase Order and for the attention of Director and/or Head of Legal, or as otherwise notified to the Company.
- 25.2 Each party may update its nominated contact details by written notice to the other from time to time.
- 25.3 A notice will be treated as having been received:
- 25.3.1 in the case of a delivery made in person, when delivered;
- 25.3.2 in the case of first class post, two Working Days after posting; and
- 25.3.3 in the case of email, at the time of sending if between 9am and 4:30pm on a Working Day, at 9am on that day if sent before 9am on a Working Day or otherwise at 9am on the next Working Day (provided in each case that no email delivery failure notification is received).
- 25.4 Notwithstanding the general provisions of clause 25.1, any notice that seeks to terminate this Agreement or that will or may lead to the termination of this Agreement if certain criteria are met or not met may only be delivered by hand or pre-paid recorded delivery post.
- 25.5 This clause 25 does not apply to the service of legal proceedings or other documents in any legal action.
26. **DISPUTE RESOLUTION**
- 26.1 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.
- 26.2 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.
- 26.3 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 Intellectual Property Rights of the applicant.

27. **GENERAL**

- 27.1 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.
- 27.2 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.
- 27.3 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.
- 27.4 This Agreement can only be varied or altered by a formal agreement signed by a duly authorised representative of each party.
- 27.5 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.
- 27.6 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.
- 27.7 Except as expressly provided in clause 23.1, 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.
- 27.8 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 26, the parties submit to the exclusive jurisdiction of the courts of England.