

INTERTEK INDIA PRIVATE LIMITED
CIN No.: U74220DL1997PTC202243
STANDARD TERMS AND CONDITIONS FOR PURCHASE OF GOODS & SERVICES

THESE STANDARD TERMS AND CONDITIONS SET FORTH THE ENTIRE TERMS FOR PURCHASE/ PROCUREMENT OF GOODS AND SERVICES FROM THE SUPPLIER/ SELLER AND SHALL BE APPLICABLE TO ALL STATEMENTS OF WORK AND/OR PURCHASE ORDERS IN RELATION TO THE GOODS AND/OR SERVICES AGREED TO BE PROCURED BY INTERTEK / BUYER FROM THE SUPPLIER, AND SHALL PREVAIL OVER THE TERMS AND CONDITIONS CONTAINED IN SUPPLIER PROPOSAL AND/ OR INVOICES AND/OR ANY OTHER DOCUMENT OF THE SUPPLIER. NO OTHER ACTION ON PART OF INTERTEK/ BUYER OR ITS EMPLOYEES OR AGENTS OR REPRESENTATIVES SHALL BE CONSTRUED AS AN ACCEPTANCE OF ANY OTHER TERMS AND CONDITIONS.

1. DEFINITIONS AND INTERPRETATION

In these Conditions (unless the context otherwise requires), the following words and phrases shall have the following meanings:

"Buyer" means Intertek India Private Limited ('Intertek').

"Charges" means the Supplier's charges for providing the Goods and/or Services as set out in the Order;

"Conditions" means these terms and conditions of purchase which may be amended from time to time, and any reference to a **"Condition"** means the relevant section, paragraph or sub-paragraph of these terms and conditions;

"Confidential Information" means all information which is disclosed before or after the date of this Contract by one Party to the other however conveyed and would appear to a reasonable person to be confidential and which relates to the business affairs of the Party disclosing it (or in the case where Intertek is the disclosing Party, the business affairs of any of Intertek's or any member of Intertek Group's customers), including, products, operations, processes, plans or intentions, developments, trade secrets, know-how, design rights, market opportunities, personnel, customers and suppliers of the Party disclosing it (or of any member of that Party's Group), and all information derived from the above together with the existence or provisions of this Contract and the negotiations relating to it;

"Contract" means a contract for the purchase of Goods and/or Services made by or on behalf of Intertek with the Supplier and which is subject to these Conditions;

"Goods" means the goods to be purchased by Intertek described in an Order (including but not limited to any part or parts of them), to be supplied in accordance with the specifications, application requirements, Scope of Work and other details notified by Intertek (or otherwise as accepted in writing) which additionally includes goods or parts of goods which are not manufactured by the Supplier;

"Good Industry Practice" means the exercise of reasonable skill, care, prudence, efficiency, foresight and timeliness which would be expected from a skilled person experienced and qualified in the provision of services of a similar nature to the Services;

"Intellectual Property" means copyrights, trademarks (registered or unregistered), patents, patent applications (including the right to apply for a patent), service marks, design rights (registered or unregistered), trade secrets and other like rights howsoever existing and all rights having equivalent or similar effect to, and the right to apply for any of, the rights referred to in this definition, in each case in any jurisdiction;

"Intertek Group" means Intertek, and every company which is a member of its Group;

"Intertek Sites" means premises owned, controlled or occupied by Intertek or a member of the Intertek Group which are made available for use by the Supplier or its sub-contractors for provision of the Goods and/or Services on the terms set out in this Contract, the Order, the Scope of work or any separate agreement or licence;

"Invoice Requirements" means the requirements listed in this Agreement;

"Mandatory Policies" means any code, policy or procedure, whether prompted by statute or otherwise devised by the Intertek Group, implemented or followed, from time to time, by Intertek and provided to the Supplier by Intertek.

"Normal Business Hours" means normal working hours of any Working Day unless otherwise agreed;

"Order" means an order for the supply of Goods and/or Services which has been placed in accordance with this Agreement and subject to these Conditions;

"Personnel" means the employees, agents and approved subcontractors of the Supplier who are assigned to perform the Services or supply of Goods;

"Physical Property" means all materials, equipment, tools, moulds, patterns, data, drawings and specifications and any other items supplied by Intertek to the Supplier or used by the Supplier specifically in the provision of the Goods and/or Services;

"Scope of work" means the description or scope of work of the Goods and/or Services as agreed between the parties, or, to the extent that any element of the Goods and/or Services is not fully specified in such scope of work, any unspecified element shall be that which would be then-current Good Industry Practice in the relevant market;

"Services" means the services to be supplied in accordance with the requirements, Scope of work, standards, timing and deadlines and other details notified by Intertek (or as Intertek otherwise accept in writing), and any services which are reasonably ancillary to such services; and where any requirement, specification, or standard has not been fully specified then any unspecified element shall be that which would be then-current Good Industry Practice in the relevant market; and where any timing or deadline has not been specified it shall be taken to be as soon as is reasonably practicable;

"Term" means the period from the Effective Date as may be specified in the Order or Scope of Work until the date that all Goods and/or Services under this Contract have been provided;

"Unforeseen Event" means an event beyond the control of a Party (or any person acting on its behalf), which by its nature could not have reasonably been foreseen by such Party (or such person), or, if it could have reasonably been foreseen, could not have been avoided or mitigated against by the use of reasonable measures (including without limitation, the use of reasonable disaster recovery and/or business continuity procedures and/or keeping sensible reserves of stock to smooth out any foreseeable manufacturing or supply issues);

"GST" means Goods & Services Tax at the rate prevailing at the time of the relevant Order charged in accordance with the provisions of the Goods & Services Tax Act 2017 or applicable law in India;

"Working Day" means any day other than a Sunday or public holiday in India.

2. GENERAL

- 2.1 Unless specifically agreed otherwise in writing, these Conditions, together with the terms and conditions of Intertek Order will govern the supply of Goods and/or Services by the Supplier to Intertek and excludes any conditions of sale (whether express or printed, oral, implied by customs, practice or course of dealing, or in any other form) of the Supplier which are inconsistent with these Conditions, provided that nothing in these Conditions shall operate to limit or exclude either Party's liability for fraud, including fraudulent misrepresentation.
- 2.2 No terms and/or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of orders, specification or similar document will form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and/or conditions.
- 2.3 In these Conditions, references to any gender shall include all genders; references to the singular shall include the plural and vice versa; references to any law or statute shall mean such law or statute as amended, replaced or re-enacted from time to time; references to a 'person' shall include any legal or natural person recognised in law; and the words "including" or "in particular" shall not limit the generality of any preceding words.
- 2.4 Orders may be issued either by Intertek or by other members of the Intertek Group. Where Orders are issued by Intertek, Intertek is acting on its own behalf and the contract will be concluded directly between Intertek and the Supplier. Where Orders are issued by other members of the Intertek Group then such members are acting as our agent, and the contract will be concluded between Intertek (as the principle) and the Supplier.
- 2.5 The Supplier agrees and acknowledges that any Goods and/or Services provided are for the benefit of Intertek and the benefit of every other member of the Intertek Group, who shall each have identical rights to use and enjoy such Goods and/or Services for their respective purposes as Intertek does under these Conditions (and references to 'Intertek' in these Conditions which create rights, protections or benefits for Intertek shall be read as references to 'Intertek and each member of the Intertek Group'). The Supplier understands that each member of the Intertek Group may directly enforce these Conditions against the Supplier under the applicable laws.

3. BASIS OF CONTRACT

- 3.1 Any offer by the Supplier to provide Goods and/or Services to Intertek is deemed to be an offer to supply such Goods and/or Services subject to these Conditions and the relevant Scope of work. The Order is an acceptance by Intertek of the Supplier's offer to provide Goods and/or Services in accordance with these Conditions, and the relevant Scope of work.
- 3.2 The Contract shall become binding and legally effective (such date being the "**Effective Date**") upon the occurrence of the earliest of the following:
 - 3.2.1 the date of the Order; or
 - 3.2.2 the first date following confirmation in writing from Intertek to the Supplier that all aspects of the Scope of work are agreed and accepted upon which the Supplier commences or completes an act that is consistent with fulfilling the Order or providing (in whole or in part) the Goods and/or Services.
- 3.3 Intertek is not liable for any Order unless:
 - 3.3.1 it has been placed on behalf of Intertek by a duly authorised representative of Intertek; and
 - 3.3.2 the Supplier (or its agent or other representative) confirms its acceptance of such Order in accordance with Condition 3.2 whether in writing or by action.
- 3.4 The Supplier shall not vary any Scope of work of the Goods and/or Services without the prior written consent of Intertek.

3.5 For the avoidance of doubt, where a delivery schedule, timetable or other deadline for the supply of a particular element of the Goods and/or Services has been agreed, that shall form part of the Contract.

4. SUPPLY OF GOODS AND/OR SERVICES

- 4.1 From the Effective Date, or such other date as agreed between the parties, the Supplier will provide the Goods and/or Services to Intertek for the Term in accordance with these Conditions.
- 4.2 If specified in the Order or notified to the Supplier by Intertek, the Supplier shall be required to meet any performance dates for the Goods and/or Services.
- 4.3 The Supplier shall provide the Goods and/or Services in accordance with:
 - 4.3.1 the requirements set out in the Order, Scope of work and any other relevant documentation describing the supply of Goods and/or Services. If any conflict arises between the Order, Scope of work and any other relevant documentation describing the supply of Goods and/or Services, the documents shall prevail in the following order (with the higher items taking precedence over the lower);
 - 4.3.1.1 these Conditions;
 - 4.3.1.2 the Order;
 - 4.3.1.3 the Scope of work and any other relevant documentation describing the supply of Goods and/or Services.
 - 4.3.2 any agreed timetable and shall meet all agreed deadlines, and in any event shall provide the Goods and/or Services as promptly as is reasonably practicable;
 - 4.3.3 all applicable laws, statutes and regulations from time to time in force;
 - 4.3.4 all mandatory policies; and
 - 4.3.5 any reasonable instructions issued by Intertek from time to time.
- 4.4 In providing the Goods and/or Services, the Supplier will:
 - 4.4.1 perform the Services and/or supply Goods with the best care, skill and diligence in accordance with the Good Industry Practice;
 - 4.4.2 use Personnel who are:
 - 4.4.2.1 appropriately trained, qualified, skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract; and
 - 4.4.2.2 present themselves and undertake their duties in a professional manner.
 - 4.4.3 ensure that the Goods and/or Services will conform with all descriptions and specifications set out in the Scope of work, or where no descriptions or specifications are provided in respect of any particular element, such descriptions and specifications as would be considered Good Industry Practice for the same;
 - 4.4.4 provide all labour, equipment, tools and vehicles and such other items as are required to provide the Goods and/or Services;
 - 4.4.5 use the best quality goods, materials, standards and techniques, and ensure that all goods and materials supplied are and/or used in the Goods and/or Services or transferred to Intertek, will be free from defects, including defects in workmanship, installation and design;
 - 4.4.6 obtain and at all times maintain all necessary licences and consents at its own expense, and comply with all applicable laws and regulations and produce evidence of it to Intertek on demand;
 - 4.4.7 observe all health and safety rules and regulations and any other security requirements and environmental requirements that apply at any premises where the Goods and/or Services are supplied;
 - 4.4.8 hold all materials, equipment and tools, drawings, specifications and data supplied by Intertek to the Supplier ("Intertek Physical Property") in safe custody at its own risk, maintain the Intertek Physical Property in good condition until returned to Intertek, and not dispose or use the Intertek Physical Property other than in accordance with Intertek's written instructions or authorisation;
 - 4.4.9 use all reasonable endeavours to avoid any disruption to Intertek's business or that of any member of the Intertek Group or of Intertek's client beyond that which is strictly necessary to provide the Goods and/or Services;
 - 4.4.10 not do or omit to do anything which may cause Intertek to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that Intertek may rely or act on the Services.
- 4.5 The Supplier warrants, represents and undertakes on an ongoing basis that:
 - 4.5.1 the provision of the Goods and/or Services to Intertek, and Intertek's use of the Goods and/or Services will not infringe any Intellectual Property Rights of any third party;

4.5.2 at all times the Supplier will supply the Goods and/or Services in compliance with all applicable laws and shall ensure that the Goods and/or Services shall comply with any applicable law along with any requirements which Intertek needs to comply with in case of any tender or its contract; and

4.5.3 the Supplier has and will continue to hold all necessary approvals from any relevant regulators necessary to perform the Supplier's obligations under this Contract and at law in the jurisdiction in which the Supplier operates.

4.6 Intertek may propose changes to the Goods and/or Services to be supplied by the Supplier in writing at any time, and the Supplier shall not unreasonably withhold, delay or condition its agreement to such changes. Where such change reduces the scope, volume complexity or risk of the Services to be supplied, then the Charges shall be reduced accordingly. Where the change increases the scope, volume complexity or risk of the Services to be supplied, then Intertek acknowledges that the Supplier may need to increase the Charges by an equitable amount. No change (and no increase or decrease in the Charges) shall be binding upon either Party until executed as a variation to this Contract.

4.7 The Supplier acknowledges and agrees that it has been notified of Intertek's Code of Ethics as well as Anti Bribery Policy, and agrees to comply with both at all times in connection with the provision of goods or services (including the Services) to Intertek and all members of Intertek's Group. A copy of Intertek's Code of Ethics is available at www.intertek.com.

5. TESTING AND ACCEPTANCE

5.1 The Goods and/or Services must conform to these Conditions, the Order, the Scope of work and any other relevant document describing the Goods and/or Services, as agreed in the Contract.

5.2 The Supplier must ensure that the Goods and/or Services correspond with applicable / relevant standards when indicated on the Scope of works and it is the responsibility of the Supplier to obtain and ensure that the most up to date issue of that standard is being used.

5.3 Intertek (or any representative of Intertek) has the right to inspect and test outputs from the Goods and/or Services being supplied at any reasonable time and the Supplier will arrange for reasonable facilities at and access to the premises (or the premises of any sub-contractor, where applicable) where the Goods and/or Services are supplied. Any inspection by Intertek does not relieve the Supplier of any liability nor does it imply that Intertek has accepted the Goods and/or Services or any outputs or deliverables.

5.4 If, when the outputs from the Goods and/or Services being supplied are inspected or tested, Intertek (or any representative of Intertek), in its reasonable opinion, believes that the Goods and/or Services do not conform to the Order, the Scope of work or any specifications supplied or advised by Intertek to the Supplier, Intertek will inform the Supplier accordingly and the Supplier must immediately take any necessary action to ensure conformity.

5.5 If requested to do so by Intertek, the Supplier will give Intertek adequate notice of any Goods and/or Services testing to be carried out by the Supplier itself (which Intertek is entitled to attend) and will provide Intertek with any test certificates as Intertek or its customers may reasonably require.

5.6 In accordance with Condition 5.3, any inspection, testing or attendance by Intertek (or any representative of Intertek) does not relieve the Supplier of any obligations or liability under the Contract and does not imply any acceptance of the Goods and/or Services by Intertek.

5.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in supplying the Goods and/or Services for a period of seven years after the expiry or termination of the Agreement, and shall allow Intertek to inspect such records at all reasonable times on request.

5.8 To the extent that any element of the Goods and/or Services is in the nature of an implementation, installation, deployment or other service which results in the delivery of deliverables or outputs intended for use by Intertek, Intertek shall have the right to carry out such tests as Intertek may reasonably determine upon such deliverables or outputs to determine whether they meet the Scope of work and Intertek's reasonable requirements. Where any such element fails any such test then, acting reasonably (and taking into account the severity of the failure), Intertek may (in addition to any other right or remedy available to it under this Contract or at law) either:

5.8.1 require the Supplier to promptly remedy the cause of the failure at the Supplier's sole cost and resubmit the element to Intertek for re-testing; or

5.8.2 terminate the Contract by reason of such failure without further liability to the Supplier.

6. RISK AND TITLE

6.1 Risk for and title to any outputs and deliverables from the Goods and/or Services shall pass to Intertek when delivered (or, where the purchase of Goods and/or Services includes installation, title shall pass upon delivery but risk shall pass upon completion of installation when the outputs and deliverables are deemed fully installed

and commissioned by Intertek), without prejudice to any rights which Intertek may have to reject the supply of Goods and/or Services under these Conditions or otherwise.

- 6.2 If the Supplier postpones the supply of Goods and/or Services for any reason, then title and risk to any outputs and deliverables from the Goods and/or Services will pass to Intertek on the date of actual delivery (or when the outputs and deliverables are deemed fully installed and commissioned by Intertek where the purchase of Goods and/or Services includes installation).

7. CHARGES AND INVOICING

- 7.1 In consideration of the Supplier performing its obligations under each Contract, Intertek shall pay the Supplier the Charges in accordance with this Condition 7 and as detailed in each Order.
- 7.2 The Charges for each of the Goods and/or Services (or each element of the Goods and/or Services as applicable) shall be specified in the Order and if no price is quoted, the price which is set out in the Supplier's published price list at the time the Contract was made shall be applicable.
- 7.3 Except where otherwise agreed in writing, the Charges set out in an Order shall be all the Charges due in respect of the Supplier's supply of the Goods and/or Services (subject to condition 7.2 above) and in accordance with this Contract. Unless otherwise agreed in writing by Intertek, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the supply of the Goods and/or Services. If any unforeseen problems or expenditure arise in the course of supplying any of the Goods and/or Services the Supplier shall not be entitled to make additional charges to cover additional time and cost necessarily incurred to complete the supply of the Goods and/or Services.
- 7.4 Each invoice submitted to Intertek for payment shall be in respect of the Goods and/or Services supplied shall quote this Contract and contain such other information as Intertek may reasonably require from time to time
- 7.5 The Supplier will ensure that Intertek receives the Supplier's invoice for Goods and/or Services within 90 days of the end of the month within which those Goods and/or Services were supplied. Where an invoice for Goods and/or Services is not received within such 90 day period, then the Supplier waives its right to invoice or otherwise charge for the relevant Goods and/or Services.
- 7.6 All prices and the Charges shall be inclusive of all taxes, duties, levies or similar compulsory charges imposed by any authority payable on such amount, including but not limited to GST, where applicable, and it is the Supplier's responsibility to pay any such sums.
- 7.7 No extra charges will be payable by Intertek unless this has been agreed in writing and signed by Intertek.
- 7.8 The Supplier's invoice must meet the following requirements (the "**Invoice Requirements**"): 7.8.1 be properly and correctly calculated; 7.8.2 state the price for the Goods and/or Services and other elements of the Charges specified in the Order which are being invoiced; 7.8.3 include, as a separate item, any taxes, duties, levies or similar charges imposed by any authority payable on such amount, including but not limited to GST, where applicable; 7.8.4 specify any discounts applied to the invoiced amount; 7.8.5 specify any service credits, delay credits or other price reductions related to Service failures which have been applied; 7.8.6 state the total amount payable to the Supplier under that invoice; 7.8.7 include such supporting information required by Intertek to verify the accuracy of the invoice; and 7.8.8 clearly state the relevant Intertek purchase order number on its face if applicable.
- 7.9 If Intertek places an Order on a "price to be agreed" basis, the Supplier will obtain Intertek's written confirmation of the price to be paid before the Goods and/or Services are supplied.
- 7.10 Any variation to the Charges must be agreed in writing between the parties before the provision of Services are carried out.
- 7.11 **GST**
- 7.11.1 Supplier shall be responsible for assessing any applicable Taxes for Goods and/or Services supplied to Intertek. Intertek shall be responsible for paying the properly billed Taxes, which will be mentioned on Supplier's invoice. "Taxes" shall mean Goods and Services Tax (as applicable), but exclude taxes on Supplier's income, property or employment. Intertek shall not be responsible for any Taxes (or interest or penalty thereon) to Supplier arising on account of Supplier's negligence in the failure of Supplier to (a) be properly licensed or qualified to do business, or (b) raise an invoice and charge Taxes in accordance with Goods & Service Tax Law or (c) properly remit or report any Taxes arising from this Agreement. Supplier shall promptly issue a rebate to Intertek for any inappropriate Taxes charged or refund of Taxes that had been paid by Intertek.
- 7.11.2 The benefit of cost reduction on account of GST implementation, shall be to the account of Intertek.

- 7.11.3 In case any credit, refund or other benefit is denied or delayed to Intertek due to any non-compliance by the Supplier such as failure to upload the details of the sale on the Goods & Service Tax Network portal, failure to pay GST to the Government or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier would reimburse the loss or costs to Intertek including, but not limited to, the tax or Input Credit loss, interest and penalty.
- 7.11.4 If tax is liable to be charged/ paid at the time of advances, Supplier should issue appropriate document (i.e. proforma invoice mentioning the GST component applicable on advance) to Intertek and Advance receipt voucher post receipt of the advance payment and also deposit the applicable tax as per statutory timelines. Further, Supplier should furnish such invoice details on the GST portal within statutory timelines for Intertek to claim appropriate credits of the same on timely basis.

8. PAYMENT

- 8.1 Intertek will pay only for the Goods and/or Services specified in the Order.
- 8.2 Where:
 - 8.2.1 the Goods and/or Services have been supplied properly and in accordance with the Contract (including quality and quantity requirements, specifications set out in these Conditions and/or the relevant Order or scope of services); and
 - 8.2.2 the invoice presented by the Supplier meets the Invoice Requirements, then Intertek shall make the relevant payment due to the Supplier under the Contract, by cheque or bank transfer, or such other method of payment as has been agreed between the parties from time to time.
- 8.3 Intertek shall pay the Supplier within 90 days from the date the Supplier's invoice was received. Where Intertek agrees to, or pays, the Supplier more promptly, the Supplier shall grant a prompt payment discount to Intertek at a level to be agreed.
- 8.4 Intertek may withhold payment (but without incurring interest or losing any prompt payment discount, where applicable):
 - 8.4.1 if the parties disagree in respect of the price to be paid by Intertek for the Goods and/or Services;
 - 8.4.2 pending resolution of the dispute, in the event that there is a dispute with the Supplier over any Order and such disagreement is genuine; or
 - 8.4.3 where an invoice does not meet the Invoice Requirements.
- 8.5 Intertek may offset any amount owing to it by the Supplier against any amount owed to the Supplier by Intertek without limiting its other rights or remedies.

9. DEFECTIVE DELIVERY OF GOODS AND/OR SERVICES

- 9.1 During the Warranty Period (as defined in this Agreement), where Intertek reasonably considers any Goods and/or Services which have been supplied to fall short of the agreed or specified standard for such Goods and/or Services (or, where no standard has been agreed or specified, a standard in line with market best practice) then, in addition to any other remedies Intertek may have in law, it may, at its option:
 - 9.1.1 require the Supplier to promptly re-supply (or procure re-supply of) the Goods and/or Services to the agreed or specified standard for such Goods and/or Services (or, where no standard has been agreed or specified, a standard in line with market best practice) in all respects; or
 - 9.1.2 reject the Goods and/or Services and be reimbursed any monies paid in relation to such Goods and/or Services.
- 9.2 If the circumstances described in condition 9.1 have arisen, and Intertek has elected the option described in condition 9.1.1, and the Supplier fails to rectify the Goods and/or Services within five Working Days, Intertek may, at its option and without prejudice to any other remedies it may have:
 - 9.2.1 request a refund from the Supplier of any money already paid for the defective supply of Goods and/or Services, and the Supplier shall not unreasonably challenge or withhold any such refund; or
 - 9.2.2 purchase replacement of goods and/or services from an alternative supplier at the Supplier's risk and expense.
- 9.3 The Supplier will indemnify Intertek, its agents, employees, subsidiaries, associated companies and assigns in respect of all loss, liability and cost directly or indirectly arising, and against any legal liability in respect of injury to persons (including our employees) or damage to property, howsoever caused, including any such loss and/or damage incurred as a result of the supply of defective Goods and/or Services in any way, whether the defect arises from any default (including negligence) on the part of the Supplier or his employees, contractors or agents or otherwise.
- 9.4 Where the supply of Goods and/or Services, or any element of the Goods and/or Services, is of a continuing nature, the Supplier and Intertek shall seek to agree appropriate service levels which those elements of the Goods and/or Services must meet or exceed, backed by an appropriate set of credits (applied as a price

adjustment mechanism based upon a genuine pre-estimate of the diminution in value of the Goods and/or Services to Intertek, and not as a penalty).

9.5 Where the Goods and/or Services involve the delivery of outputs or deliverables to meet particular deadlines, then the Supplier and Intertek shall seek to agree appropriate delay credits to compensate Intertek for any delays that might occur in meeting such deadlines.

10. PERSONNEL

Where applicable:

- 10.1 The Supplier shall be responsible for all acts or omissions of its Personnel, its subcontractors, agents and other representatives (and their respective employees, subcontractors, agents and other representatives) at all times.
- 10.2 The Personnel shall be regarded at all times as employees agents or subcontractors of the Supplier and no relationship of employer and employee shall arise between Intertek and any Personnel under any circumstances regardless of the degree of supervision that may be exercised over the Personnel by Intertek.
- 10.3 The Supplier shall procure that it carries out any necessary background checks, security checks and other vetting or clearance procedures upon the Personnel which may be required by Intertek from time to time depending upon the circumstances of the supply of Goods and/or Services and the use to which the Goods and/or Services may be put.
- 10.4 The Supplier shall use reasonable endeavours to avoid changes in the Personnel assigned to Intertek projects (unless any specific change is required by Intertek or its customer). In particular, but without limitation to the generality of the foregoing, the Supplier shall seek to maintain key members of the Personnel (supervisors, managers, and similar Personnel) in the same post during the performance of this Contract.
- 10.5 The Supplier shall ensure that the Personnel abide by all of the provisions of this Contract which impose obligations on them.
- 10.6 The Supplier shall ensure that its personnel are well qualified, experienced and appropriately licensed to perform the services under this Agreement. The Supplier shall provide all necessary information in this regard to Intertek about its personnel deployed for the services from time to time.
- 10.7 Intertek reserves the right to refuse to admit, or remove from, any premises occupied by or on behalf of it, any Personnel whose admission or presence would, in Intertek opinion be undesirable or who represents a threat to confidentiality or security or whose presence would be in breach of any rules and regulations governing Intertek's own staff provided that Intertek notifies the Supplier of any such refusal (with reasons why). The exclusion of any such individual from such premises shall not relieve the Supplier from the performance of its obligations under this Contract.
- 10.8 If and when directed by Intertek, the Supplier shall provide a list of the names and business addresses of all persons who may require admission to the Intertek Sites or any other Intertek premises in connection with the supply of the Goods and/or Services under this Contract, specifying the capacities in which they are entering such premises and giving such other particulars as Intertek may reasonably require. Failure by the Supplier to comply with the provisions of this Condition within a reasonable time of written notice to do so will entitle Intertek to refuse admission to any site to any person who has not been notified to Intertek.
- 10.9 The Supplier will indemnify and hold Intertek and each of its Affiliates harmless on written demand in respect of all losses, damages, costs and expenses and other liabilities (including legal fees, disbursements and expenses) incurred by or awarded against Intertek in connection with any claim that any Personnel are or were employees or workers of Intertek save in circumstances where Intertek offers to employ the Personnel.
- 10.10 The Supplier shall indemnify Intertek and keep Intertek fully indemnified from and against all claims by Personnel arising out of the failure of the Supplier to comply with any obligations upon it pursuant to applicable laws.
- 10.11 The indemnities in this Condition shall continue notwithstanding the expiry or earlier termination of this Contract for whatever reason.

11. WARRANTY AND LIABILITY

- 11.1 The Supplier warrants that on delivery of and/or completion of the Goods and/or Services (as applicable) and for a minimum period of twenty-four (24) months from the date of delivery and/or completion or, as the case may be, from the date of delivery and/or installation and/or completion of the Goods and/or Services as may be applicable (“**Warranty Period**”):
 - 11.1.1 the Goods and/or Services will correspond to their description and will conform to the specifications referred to in the Order as to quantity, quality and description and any other specifications, requirements, Scope of Work or instructions made known to the Supplier;
 - 11.1.2 the Goods and/or Services will be of satisfactory quality, fit for purpose, of good materials and workmanship and substantially free from defects and in this respect, Intertek relies on the Supplier's skill and judgment;

- 11.1.3 the supply of Goods and/or Services will comply with any relevant statutory rules or regulations in force at the time of performance including safety and other relevant / applicable standards;
- 11.1.4 it will provide the Goods and/or Services in accordance with the terms of the Order and any other specifications, Scope of Work, requirements or instructions made known to the Supplier, with reasonable care, skill and diligence, using properly experienced, qualified and licensed people; and
- 11.1.5 it has taken all reasonable steps to ensure that the information contained in the Intertek Supplier Evaluation Questionnaire or equivalent that has been submitted to Intertek, is true and accurate.
- 11.1.6 it has the power to grant to Intertek a licence to use Intellectual Property and Software, as set out in Condition 14.4;
- 11.1.7 all Goods and Software that the Supplier provides to Intertek under any Order shall not (when used for purposes that may reasonably be anticipated given the nature of the Goods and Software and the nature of Intertek's business interests) infringe the Intellectual Property rights of any third party;
- 11.1.8 where the Software is licensed directly to Intertek by a licensor of the Supplier, the Supplier will procure for Intertek rights in all respects no less favourable than those it would have granted had it granted the rights directly under the express licence at Condition 14.4;
- 11.1.9 where appropriate, at the time of installation the Software will be free from viruses, worms, time locks or anything else that would impair performance of the Software as it might reasonably be expected to operate on the Goods;
- 11.1.10 the Supplier will allow Intertek, at any time within twenty-four (24) months from the date of delivery or installation (if appropriate) of the Goods, to enter into a maintenance agreement with the Supplier for the Goods (together with any relevant Software) in all respects on the Supplier's standard conditions (including without limitation as to price and duration) ("Maintenance Agreement");
- 11.1.11 in the event that, after the Warranty Period, Intertek decides to terminate the Maintenance Agreement, Intertek shall have the right to maintain the Goods and any Software itself, or by or through any third party, and in such circumstances the Supplier shall extend the licence set out in Condition 14.4 to the extent reasonably required to enable maintenance of the Software. Nothing herein shall, however, require Supplier to disclose any confidential source code information to Intertek or any third party; and
- 11.1.12 where necessary, the Supplier will provide Intertek with the standard user manuals and product documentation for the Goods (and any incorporated Software) without further charge.
- 11.2 The Supplier will pass on to Intertek the benefit of any additional warranties secured from the Supplier's suppliers.
- 11.3 The Supplier is liable for damage to or loss of Intertek's and/or any third party's property arising from the performance or non-performance of the Supplier's obligations under any Contract.
- 11.4 The Supplier will indemnify Intertek, its agents, employees, subsidiaries, associated companies and assigns in respect of all loss, liability and cost directly or indirectly arising from:
 - 11.4.1 any alleged or actual infringement of any intellectual property right owned by a third party resulting from the purchase, use or resale by Intertek, its agents, employees, subsidiaries, associated companies, customers and assigns of the whole or any part of the Goods and/or Services; and/or
 - 11.4.2 any breach of Condition 16; and/or
 - 11.4.3 any act or omission in the performance or non-performance of or in connection with the obligations undertaken by the Supplier pursuant to a Contract, whether due to the negligence of the Supplier, its agents, employees or sub-contractors or otherwise, including, without limitation, any loss, liability or cost arising from an injury to a person but excluding any loss, liability or cost arising directly from Intertek's negligence or where the Supplier has supplied the Goods and/or Services strictly in accordance with specifications provided by Intertek.
- 11.5 Nothing in this Contract (or any Order or Scope of work) shall operate to exclude or restrict either party's liability for:
 - 11.5.1 death or personal injury resulting from negligence; or
 - 11.5.2 fraud or deceit; or
 - 11.5.3 any claim for, relating to or arising out of any infringement of Intellectual Property Rights; or
 - 11.5.4 any other liabilities that cannot lawfully be limited or excluded.
- 11.6 The rights and remedies of Intertek provided in these Conditions are cumulative and are not exclusive of any rights or remedies provided at law or in equity.
- 11.7 Notwithstanding any other provision in this agreement, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of this agreement or any matter arising out of or in connection with this Order/ agreement shall not exceed the value of the particular Order. Intertek shall not be liable to the Supplier in contract, tort (including negligence and breach of statutory

duty) or otherwise for any loss of profits (whether direct or indirect) or for indirect, consequential, punitive or special loss or damage, including without limitation loss of profits, revenue, business, or anticipated savings (even when advised of their possibility).

12. CONFIDENTIALITY

- 12.1 All Confidential Information given by one Party to the other, or otherwise obtained or developed by one Party relating to the other, shall be kept secret and confidential by the receiving Party throughout the term of this Contract and for the five (5) years following its termination or expiry and shall not be used or disclosed other than for the purposes of the proper performance of this Contract or with the prior written consent of the other Party.
- 12.2 The Supplier shall not without the prior written consent of Intertek publicise details of the business relationship between the parties. For the avoidance of doubt, the Supplier shall have no rights to use Intertek's name, trade names, product names, trade marks or logos.
- 12.3 Obligations of Confidentiality contained in this Condition 12 does not apply to information which:
 - 12.3.1 is at the date of disclosure or becomes at any time after that date publicly known other than by the Supplier's breach of this Condition;
 - 12.3.2 can be shown by the Supplier to Intertek's satisfaction to have been known by the Supplier before disclosure by Intertek to the Supplier;
 - 12.3.3 was independently disclosed to it by a third party entitled to disclose the same; or
 - 12.3.4 is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction provided a prompt written notice is given to Intertek.
- 12.4 This Condition 12 shall survive termination or expiry of this Contract.

13. INTERTEK'S PROPERTY

- 13.1 All Physical Property will at all times be and remain the exclusive property of Intertek and will be held by the Supplier in safe custody (at the Supplier's own risk and expense) and maintained and kept in good condition by the Supplier until returned to Intertek. Intertek may request the return of Intertek's Physical Property at any time and in any event the Supplier will promptly return Intertek's Physical Property once the Order has been fulfilled or cancelled at the cost of the Supplier. Intertek's Physical Property will not be disposed of or used other than in accordance with Intertek's written instructions. Unless and until incorporated into any Services (including any outputs or deliverables) the Supplier will keep Intertek's Physical Property separate and apart from all other property and clearly marked as the property of Intertek.
- 13.2 Intertek may take possession of it's Physical Property at any time and (where necessary) without reasonable notice.
- 13.3 The Supplier agrees to waive any and all lien that it might otherwise have (at the date of the Order or following the Order) on any of Intertek's Physical Property although this will not mean that the Supplier has waived any other right of recovery of any charges which may be due under the Contract.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 All Intellectual Property Rights belonging to a party prior to entry into this Contract shall remain vested in that party.
- 14.2 Each Party agrees and acknowledges that it is the intention of both parties that all Intellectual Property arising or created in anticipation of, under, in connection with or as a result of the supply of Goods and/or Services (the "**New IP**") shall vest in Intertek. To the extent that any New IP vests in the Supplier, then the Supplier:
 - 14.2.1 hereby assigns all New IP already created to Intertek;
 - 14.2.2 hereby assigns all future copyright in any New IP to Intertek; and
 - 14.2.3 agrees, at the Supplier's own cost, to perform any act or execute any document which Intertek considers to be reasonably necessary to assign any New IP to Intertek or otherwise confirm that all New IP vests in Intertek or ensure that Intertek enjoys the rights in the New IP which are equivalent to exclusive ownership where assignment is not possible for any reason.
- 14.3 The Supplier hereby holds harmless and indemnifies Intertek and members of the Intertek Group (in each case including their respective offices, employees, contractors and agents other than the Supplier) (the "**Indemnified Persons**" for the purposes of this Condition) against any direct or indirect liability, costs and expenses incurred or sustained by Intertek and/or any member of the Intertek Group arising out of or due to:
 - 14.3.1 any breach by the Supplier of any of its obligations contained in this Condition; or
 - 14.3.2 the Supplier directly or indirectly using the Intertek name or the Intertek logo or in any way representing that it is associated with Intertek and/or any member of the Intertek Group (whether or not such usage or representation has been approved by Intertek).
- 14.4 The Supplier hereby indemnifies and agrees to keep indemnified Intertek and any member of the Intertek Group against all costs, losses, damages, expenses and liabilities suffered or incurred by Intertek and/or any member

of the Intertek Group arising from or in connection with any third party claim that Intertek receipt of the Goods and/or Services or use of the Intellectual Property rights licensed to or made available to the Intertek under this Contract infringes the Intellectual Property rights owned or licensed to that third party.

14.5 This Condition 14 shall survive termination or expiry of this Contract.

15. INSURANCE

15.1 The Supplier will at all times and at its expense effect and maintain full cover with a reputable insurance company in respect of all insurable liabilities under any Contract and in respect of the Services including, without limitation, against all the Supplier's liabilities under this Agreement. The Supplier will maintain insurance of a type and level appropriate to the size and value of the Contract. For example, but not limited to, professional indemnity insurance, product liability insurance and public liability insurance. The Supplier shall also keep itself insured with a reputable insurer for use of Intertek's Physical Property.

15.2 Intertek may request reasonable written evidence that the Supplier has such insurance in place at any time, and the Supplier will provide such evidence promptly. If the Supplier fails to maintain such insurance, Intertek may procure such insurance on its behalf and shall be reimbursed by the Supplier for all costs arising in connection with the arrangement of such insurance, including any premiums paid or payable.

15.3 The Supplier will provide all facilities, assistance and advice requested by Intertek or Intertek's insurers for the purpose of contesting or dealing with any action claim or matter arising out of the Supplier's performance or non-performance of a Contract.

16. COMPLIANCE WITH LAWS AND POLICIES

Code of Ethics and Anti-Bribery Policy

16.1 The Supplier acknowledges and agrees that it has been notified of Intertek's Code of Ethics and Anti-Bribery policy (available at www.intertek.com) and has signed the Third Party Code of Ethics and Anti-Bribery Agreement attached in Schedule 1. The Supplier agrees to comply with it at all times in connection with the provision of goods or services to Intertek and all members of Intertek's Group. It shall be the responsibility of the Supplier to update itself with the current and updated policies of Intertek available on its website www.intertek.com from time to time.

Corruption and Anti-Bribery

16.2 The Supplier represents and warrants that, in connection with any matter, action or thing in relation to this Contract, except for any lawful expenditures that are expressly permitted by law and the terms of this Contract, the Supplier and its officers, employees or representatives have not, whether directly or indirectly, offered, paid or given, promised to pay or give, or authorised the payment or conferment of, and will not, whether directly or indirectly, offer, pay or give, promise to pay or give or authorise the payment or conferment of, any benefit of any nature whatsoever;

16.2.1 to any person who is an official, agent, officer, employee or representative of any government, including any department, agency, or instrumentality thereof, and any person acting in an official capacity thereof or on behalf thereof;

16.2.2 to any member of the Intertek or the Intertek Group, any prospective member of the Intertek Group or their respective officers or employees;

16.2.3 to any political party or any official of any political party;

16.2.4 to any candidate for political office;

16.2.5 to any member of the international organisations, such as the World Trade Organisation, the World Bank, the International Monetary Fund etc;

16.2.6 to any member of any royal family; or

16.2.7 to any other person while knowing or suspecting or having reason to know or suspect that any portion of such benefit may be offered, given or promised, whether directly or indirectly, to any such persons.

16.3 The Supplier represents and warrants that no benefit of any nature whatsoever has been or will be requested or accepted or paid or given by the Supplier, its officers, employees or representatives, whether directly or indirectly, where the intention was, or is, unlawfully to influence any person in order to assist Intertek or any member of the Intertek Group in obtaining or retaining for or with, or directing business to, any person.

16.4 The Supplier represents and warrants that any benefit paid or given by the Supplier, its officers, employees or representatives which is permissible under applicable laws nevertheless will also be:

16.4.1 consistent with accepted business ethics and practices;

16.4.2 of such limited value as not to represent a risk that it will be construed as a bribe or pay off or kick back or any other form of improper inducement or corrupt payment;

16.4.3 consistent with applicable social and ethical standards; and

16.4.4 of such a nature and value that disclosure of it will not cause (or be likely to cause) embarrassment to any member of Intertek or any other company within the Intertek Group.

- 16.5 The Supplier warrants and represents that it is familiar with the requirements of the UK Bribery Act 2010, Foreign Corrupt Practices Act of the United States of America and the Anti-Terrorism Crime and Security Act of the United Kingdom and will operate within the requirements of both such acts at all times during the life of this Contract.
- 16.6 In addition, the Supplier shall:
- 16.6.1 inform Intertek immediately upon any changes in political or personal circumstances which may affect its ability to comply with any of its capabilities or contractual obligations;
 - 16.6.2 be prepared to seek as well as diligently and closely follow instructions from Intertek and adhere fully to the Intertek Group Code of Ethics.
- 16.7 The Supplier represents and warrants that this Contract and the relationship created hereby between Intertek and the Supplier does not (and will not) violate any laws of any country, including laws relating to elections.

Human Rights

- 16.8 The Supplier shall comply with all applicable laws on human rights including Modern Slavery Act 2015. Supplier shall conduct its business in a manner that respects the rights and dignity of all people and internationally recognised human rights, including without limitation:
- 16.8.1 not employing, engaging or otherwise using forced labour, trafficked labour or exploitative child labour; nor engaging in or condoning abusive or inhumane treatment of workers;
 - 16.8.2 providing equal opportunities, avoiding discrimination and respecting freedom of association of workers, in each case within the relevant national legal framework; and
 - 16.8.3 mitigating or avoiding adverse impacts to communities arising from Supplier's activities to the extent practicable.
- 16.9 Intertek may request the Supplier to provide evidences of the actions taken to comply with the Modern Slavery Act 2015.

Compliance with international trade regulations

- 16.10 The Supplier shall comply, and ensure that its subcontractors comply, with all applicable export control, trade embargo and other foreign trade control laws, rules and regulations.
- 16.11 Except as may be otherwise expressly stated in the Contract or agreed in writing by the parties, the Supplier shall be solely responsible for applying for and obtaining appropriate governmental authorizations for the export and import of any equipment, software, technology goods or services to or for the benefit of Intertek.
- 16.12 The Supplier represents and warrants that it, its affiliates, and its directors, officers, key employees or agents are not subject to restriction under any national, regional or multilateral trade or financial sanctions under applicable trade control laws and regulations.
- 16.13 The provisions of this Condition 16 shall survive the expiration or termination of this Contract for any reason.

17. DATA PROTECTION AND DATA PROCESSING

- 17.1 Both parties will comply with all applicable requirements of the Data Protection Laws. This Condition 17 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws.
- 17.2 The parties acknowledge that for the purposes of the Data Protection Laws, Intertek is the data controller and the Supplier is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 17.3 Without prejudice to the generality of Condition 17.1, Intertek will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this Contract.
- 17.4 Without prejudice to the generality of Condition 17.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this Contract:
- 17.4.1 process that Personal Data only on the written instructions of Intertek unless the Supplier is required by the applicable laws;
 - 17.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by Intertek, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- 17.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 17.4.4 not transfer any Personal Data outside the jurisdiction unless the prior written consent of Intertek has been obtained and the following conditions are fulfilled:
 - (i) Intertek or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by Intertek with respect to the processing of the Personal Data;
 - (e) assist Intertek, at Intertek's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (f) notify Intertek without undue delay on becoming aware of a Personal Data breach;
 - (g) at the written direction of Intertek, delete or return Personal Data and copies thereof to Intertek on termination of the Contract unless required by Applicable Data Processing Law to store the Personal Data; and
 - (h) maintain complete and accurate records and information to demonstrate its compliance with this Condition 17 and allow for audits by Intertek or Intertek's designated auditor; and
 - (i) indemnify Intertek against any loss or damage suffered by Intertek in relation to any breach by the Supplier of its obligations under this Condition 17.

17.5 Intertek does not consent to the Supplier appointing any third party processor of Personal Data under this agreement without its prior consent. If Intertek has consented to the Supplier appointing a third-party processor of Personal Data under this agreement, the Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this Condition 17. As between Intertek and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Condition 17].

18. TERMINATION

- 18.1 Intertek is entitled to cancel the whole or any part of a Contract or Order at any time (without further liability to the Supplier) by written notice to the Supplier if:
 - 18.1.1 the Supplier breaches any of the terms or conditions of the Contract;
 - 18.1.2 the Supplier is acquired by or merges with any third party;
 - 18.1.3 a meeting is convened, a petition presented, an order made, an effective resolution passed, or notice is given for the Supplier's insolvency, winding up or dissolution (other than for the sole purpose of amalgamation and reconstruction); or
 - 18.1.4 an application is made for, or any meeting of the Supplier's directors or members resolves to make an application for an administration order in relation to it or any Party gives or files notice of intention to appoint an administrator of it or such an administrator is appointed; or
 - 18.1.5 an incumbrancer takes possession, or a receiver or manager or administrative receiver is appointed, of the whole or any part of the Supplier's assets; or
 - 18.1.6 the Supplier ceases or suspends payment of any of its debts or is unable to pay its debts as they fall due within the meaning of Insolvency and Bankruptcy Code 2016 with all its amendments from time to time; or
 - 18.1.7 a proposal is made for a composition in satisfaction of the Supplier's debts or a scheme or arrangement of its affairs including a voluntary arrangement within the meaning of Insolvency and Bankruptcy Code 2016 with all its amendments from time to time; or
 - 18.1.8 any similar step or proceeding to those in Conditions mentioned above, is taken or made in any other jurisdiction.
- 18.2 Without prejudice to any rights which have accrued under a Contract or Order, or any of its rights or remedies, Intertek may terminate the Contract for any reason or no reason by not giving less than 30 days' notice in writing to the Supplier.
- 18.3 The Supplier shall (at Intertek's option) return or destroy all Intertek IP, New IP and Confidential Information, upon termination at the cost of the Supplier.
- 18.4 The Supplier shall co-operate with Intertek as Intertek may reasonably require in connection with the completion of Intertek's post-completion evaluation processes, and shall supply any information Intertek requests in order to complete its post-completion evaluation questionnaire].

18.5 The Supplier shall use all reasonable endeavours to facilitate the smooth transfer of responsibility for the Goods and/or Services to any new supplier or to Intertek, as the case may be, and the Supplier shall not at any time act in any way which is calculated or intended, directly or indirectly, to prejudice or frustrate or make more difficult such transfer. This shall include, without limitation, the transfer of all relevant data in any format reasonably required by Intertek to Intertek or any third party nominated by Intertek.

19. LICENCES AND CONSENTS

If a licence or consent of any government or other authority is required for the supply or performance of the Goods and/or Services or carriage of any goods relating to the Services, the Supplier will obtain such licence or consent at its own expense and produce evidence of it to Intertek on demand.

20. ASSIGNMENT AND SUBCONTRACTING

20.1 The Supplier may not assign, subcontract or deal in any way with all or any part of the benefit of, or its rights or benefits under, a Contract without the prior written consent of Intertek.

20.2 Intertek may assign the Services received under this Agreement to any company within the Intertek Group on notice to the Supplier.

20.3 The Supplier will not be relieved of from any liabilities or obligations under a Contract, regardless of any consent given by Intertek in accordance with Condition 20.1, and will be responsible for all acts, omissions, breaches and neglect of any sub-contractor, his employees or agents in all respects as if they were the acts, omissions, breaches or neglect of the Supplier.

21. NOTICES

21.1 Any notice given by one Party to the other in connection with a Contract must be in writing and may be delivered personally or by a pre-paid recorded postal service to that Party at its registered office and in the case of post will be deemed to have been given three Working Days after the date of posting.

21.2 Notices shall be delivered or sent to the last known addresses of the parties or to any other address notified in writing by one Party to the other for the purpose of receiving notices in connection with a Contract.

22. UNFORESEEN EVENTS

22.1 For the avoidance of doubt, except as specified in this Condition, nothing shall excuse the Supplier from any performance obligations under these Conditions.

22.2 Where an Unforeseen Event occurs which prevents the Supplier from performing one or more of its obligations under this Contract, then the Supplier shall only be relieved of its liability under these Conditions if the Supplier has taken all reasonable steps to mitigate any loss or any consequences of that Unforeseen Event, and still cannot perform its obligations under the Contract and in accordance with these Conditions.

22.3 The Supplier must seek to implement all reasonable mitigation strategies and workarounds during the period of the Unforeseen Event, making partial performance against its obligations where possible unless directed otherwise in writing by Intertek.

22.4 If the Supplier is unable to perform any of its obligations under this Contract for a continuous period of more than 5 days by reason of an Unforeseen Event then Intertek may cancel the Contract without further liability to the Supplier. Cancellation shall be without prejudice to any rights Intertek may have to recover from the Supplier for any loss or expense suffered by Intertek because the delivery date was, actually or prospectively, not met. If the supply of Services involves more than one delivery, cancellation will at Intertek's discretion be of whole or part of the Order.

22.5 Intertek reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the Services if it is prevented from or delayed in the carrying on of its business as a result of an Unforeseen Event.

23. SEVERANCE

23.1 If any of these Conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other Conditions which shall remain in full force and effect.

23.2 If any of these Conditions is so found to be invalid or unenforceable but would cease to be invalid or unenforceable 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 and enforceable.

24. WAIVER

The rights and remedies provided by any Contract may be waived only in writing specifically, and any failure to exercise or any delay in exercising a right or remedy by Intertek shall not constitute a waiver of that right or remedy or of any other rights or remedies. A waiver of any breach of any of the terms of a Contract or of a default under a Contract shall not constitute a waiver of any other breach or default and shall not affect the other terms of such Contract.

25. VARIATION

No variation or alteration of any of the provisions of a Contract or an Order shall be effective unless it is in writing and signed by or on behalf of each Party.

26. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by and construed in all respects in accordance with the laws of India and each Party hereby submits to the exclusive jurisdiction of the New Delhi courts.

27. ARBITRATION

Any dispute arising out of or relating to the provision of this agreement shall be referred to and determined by arbitration subject to Intertek's sole and overriding discretion to commence litigation proceedings in the courts of competent jurisdiction for equitable and injunctive reliefs. The parties may agree to the appointment of a sole arbitrator failing which either party may, after having made a written request to concur in the appointment of an arbitrator, request the Indian Council of Arbitration ("ICA") to appoint an arbitrator. The place of arbitration shall be in Delhi. There shall only be one arbitrator. The language to be used in the arbitral proceedings shall be English and the arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. The award of the arbitrator shall be final and binding upon the parties.

SCHEDULE - 1

THIRD PARTY CODE OF ETHICS AND ANTI-BRIBERY POLICY AGREEMENT

THIRD PARTY CODE OF ETHICS AND

ANTI-BRIBERY POLICY AGREEMENT

All Third Parties working for, or on behalf of Intertek, are required, as a condition of engagement, to document their acceptance and understanding of the Intertek Code of Ethics, and Intertek Anti-Bribery Policy before commencing work on our behalf. It is the responsibility of each Third Party acting on Intertek's behalf to understand and apply these two Intertek Policies in their part of the business as available on www.intertek.com.

Customers, agents, contractors, suppliers or other third parties who are aware of or suspect any breaches of the Code of Ethics, or have any questions about it, should contact Intertek's Group Head of Legal on either of the following:

Phone: +44(0) 20 7396 3400
Post: Intertek Group plc
33 Cavendish Square
UK - London W1G 0PS

Code of Ethics and Anti-Bribery Certification

This is to certify that I have read the Intertek Code of Ethics, and the Intertek Anti-Bribery Policy as referred to above and understand its intention and meaning and my responsibilities thereunder. I have had the contents explained to me and have had the opportunity to ask questions and seek clarification.

Company:	Date:
Signature:	
Name (printed):	
Your Intertek business relations office: (location)	