

Citizen Machinery UK Ltd – Terms and Conditions for the Purchase of Goods and Services

1. Definitions and interpretation

1.1 In these Conditions, the following definitions apply:

"Applicable Law"	any and all laws, regulations and industry standards or guidance (including any applicable British Standard) and any binding judgment of a relevant court of law which is or are relevant to the Contract;	"Goods Specification"	the specification for the Goods that is set out or identified in the Order or, if none is specified, as otherwise agreed between the parties;
"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;	"Good Industry Practice"	the use of standards, practices, methods and procedures conforming to Applicable Law and the exercise of that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the provision of services similar to the Services to an entity of a similar size and nature as Citizen under the same or similar circumstances;
"Charges"	the charges payable by Citizen for the supply of the Services in accordance with condition 9.2;	"Insolvency Event"	has the meaning given in conditions 17.4.5 and 17.4.6;
"Commencement Date"	has the meaning given in condition 2.3;	"Intellectual Property Rights"	patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
"Conditions"	the terms and conditions set out in this document as amended from time to time in accordance with condition 19.4;	"Order"	Citizen's order for the supply of the Goods and/or Services, as set out in Citizen's purchase order form, or overleaf, or in Citizen's written acceptance of the Supplier's quotation as the case may be;
"Confidential Information"	any and all know-how, documentation and information, whether commercial, financial, technical, operational or otherwise, relating to the business, affairs, customers, suppliers, employees, affiliates, products and/or methods of Citizen or the Supplier and disclosed to or otherwise obtained by the other party in connection with the Contract;	"Policies"	Citizen's policies as published from time to time at https://www.citizenmachinery.co.uk/policies/ including Citizen's Anti-Bribery, Gifts and Hospitality Policy, Slavery Act Policy and Privacy Policy, together with such other policies as Citizen notifies to the Supplier from time to time;
"Contract"	the contract between Citizen and the Supplier for the supply of Services which incorporates these Conditions, the Order, the Goods Specification and the Service Specification (as applicable);	"Price"	the price payable by Citizen for the supply of the Goods in accordance with condition 9.1;
"Citizen"	Citizen Machinery UK Ltd (registered in England and Wales with company number 01174902) and registered address at 1 Park Avenue, Bushey WD23 2DA;	"Services"	the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract in accordance with the Service Specification;
"Citizen Materials"	all materials, equipment and tools, drawings, specifications and data supplied or made available by Citizen to the Supplier;	"Service Specification"	the specification for the Services that is set out or referred to in the Order or otherwise agreed in writing by Citizen and the Supplier;
"Citizen NDA"	Citizen's model non-disclosure agreement, governing the terms on which the parties share Confidential Information in respect of the subject matter of this Contract and the relationship between the parties, as updated by Citizen from time to time;	"Supplier"	the person or firm from whom Citizen purchases the Services; and
"Deliverables"	all documents, products and materials developed by the Supplier or the Supplier Personnel as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);	"Supplier Personnel"	the personnel including permitted subcontractors engaged by the Supplier in the performance of the Contract.
"Delivery Date"	the date specified in the Order, or, if none is specified, as otherwise agreed between the parties;	"Force Majeure Event"	any event beyond the reasonable control of a party which that party is unable reasonably to prevent or avoid and which hinders, delays or prevents performance by that party;
"Delivery Location"	the address for delivery of Goods as set out in the Order;	"Goods"	the goods (or any part of them) set out in the Order;

1.2 In these Conditions, the following rules apply:

1.2.1 a reference to a statute or statutory provision is a reference to such statute or provision as amended, re-enacted or superseded and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

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- 1.2.2 any phrase introduced by the terms **"including", "include", "in particular"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.3 a reference to **"writing"** or **"written"** includes emails.
2. **Basis of contract**
- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by Citizen to purchase the Goods and/or the Services in accordance with these Conditions.
- 2.3 The Order shall be deemed to be accepted on the earlier of:
- 2.3.1 the Supplier issuing a written acceptance of the Order; and
- 2.3.2 the Supplier doing any act consistent with fulfilling the Order,
- at which point the Contract shall come into existence ("**Commencement Date**").
- 2.4 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.
3. **The Goods**
- 3.1 The Supplier warrants that the Goods:
- 3.1.1 correspond with their description and the Goods Specification;
- 3.1.2 are of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Citizen expressly or by implication;
- 3.1.3 are free from defects in design, material and workmanship and shall remain so, subject to compliance by Citizen with any conditions specified in the Order in respect of such warranty, for 24 months after delivery, or such other period as is specified in the Order;
- 3.1.4 comply with all Applicable Law relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods, which obligation shall include an obligation to ensure that all Goods required under Applicable Law to bear the CE marking bear such marking, that an EC declaration of conformity is provided to Citizen in advance of the supply of any such Goods, and that the Supplier maintains any applicable registration necessary to allow it to provide such declaration and affix the CE marking to the Goods in accordance with Applicable Law; and
- 3.1.5 are manufactured, supplied and delivered:
- 3.1.5.1 without any breach of the Modern Slavery Act 2015 or activity that would constitute a breach of that act if it took place within England and Wales;
- 3.1.5.2 in accordance with good ethical trading practices and standards; and
- 3.1.5.3 in a manner reflecting a commitment to safety and human rights in the workplace.
- 3.2 The Supplier shall assign to Citizen any assignable manufacturer's warranty or other guarantee applicable to the Goods or any of them. If the Supplier becomes insolvent, any such warranties and guarantees shall be deemed to have been assigned immediately prior to the onset of insolvency.
- 3.3 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract, including, where applicable, registration in accordance with the Registration, Evaluation, Authorisation and restriction of Chemicals (REACH) regime.
- 3.4 If the Goods include electrical and electronic equipment, the Supplier warrants that it or the producer of such equipment is a member of a scheme in accordance with the Waste Electrical and Electronic Equipment Regulations 2013 ("**WeeeR**") and undertakes promptly to provide Citizen with the applicable producer registration number under such scheme. In this condition 3.4 "**electrical and electronic equipment**", "**producer**" and "**scheme**" have the meanings given to them in WeeeR.
- 3.5 Citizen may inspect and test the Goods at any time before delivery and the Supplier shall provide Citizen with all facilities reasonably required for such inspection and testing. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 3.6 If following such inspection or testing Citizen considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at condition 3.1, Citizen shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. Citizen may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 3.7 The Supplier shall use reasonable endeavours to hold sufficient stock, based on such forecasts as Citizen provides from time to time, to enable it to meet Citizen's requirements for the supply of Goods at all times, and shall provide to Citizen such information as Citizen reasonably requests in respect of the products it supplies to support Citizen in forecasting such requirements, but the Supplier acknowledges that any forecast of requirements provided by Citizen is indicative only, and no commitment to purchase any products shall arise under this Contract save in respect of Goods specified in an Order.
4. **Delivery**
- 4.1 The Supplier shall ensure that:
- 4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition and wherever possible ensure all packaging and packing materials are suitable for recycling;
- 4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments by agreement between the parties in accordance with condition 4.7, the outstanding balance of Goods remaining to be delivered; and

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- 4.1.3 if the Supplier requires Citizen to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the Supplier's expense.
- 4.2 The Supplier shall deliver the Goods:
- 4.2.1 on the Delivery Date;
- 4.2.2 at the Delivery Location; and
- 4.2.3 during Citizen's normal business hours, or as instructed by Citizen.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.
- 4.4 The Supplier shall notify Citizen immediately in writing if delivery of the Goods is, or is likely to be delayed, the reason for such delay and the timescales for delivery. The Supplier shall use all reasonable endeavours to avoid or minimise any delay.
- 4.5 The Supplier shall provide Citizen on or before the delivery of the Goods with:
- 4.5.1 all relevant instructions for the safe and proper use of the Goods;
- 4.5.2 information about any health and safety risks posed by the Goods (including any health risks which may arise during handling, storage, use or disposal of the Goods) and the steps that should be taken to minimise any such risk; and
- 4.5.3 an EC declaration of conformity in respect of the Goods where required under Applicable Law.
- 4.6 Citizen shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery or, in respect of latent defects, until a reasonable time after the defect becomes apparent.
- 4.7 The Supplier shall not deliver the Goods in instalments without Citizen's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. Upon any default or breach by the Supplier in respect of any instalment, Citizen may at its option:
- 4.7.1 cancel any other instalment(s) and/or treat the whole Contract as repudiated; or
- 4.7.2 waive the default or breach and treat the Contract as continuing provided that such waiver shall in no way affect Citizen's right to exercise its rights under condition 7 or any of its other rights or remedies under the Contract or at common law.
5. **Title and risk**
- 5.1 Risk in the Goods shall pass to Citizen on completion of delivery of such Goods.
- 5.2 Title to each of the Goods shall pass to Citizen on the earlier of:
- 5.2.1 Citizen's payment for such Goods; and
- 5.2.2 delivery of such Goods.
- Nothing in this condition 5.2 shall prevent Citizen from using or selling the Goods prior to title passing.
- 5.3 The Supplier warrants that, on the date of delivery, the Supplier shall have the full and unrestricted right to sell the Goods to Citizen. Title to any Goods which Citizen rejects shall revert to the Supplier only when Citizen has recovered in full the price paid for the relevant
- rejected Goods together with any costs it has incurred in storing and/or returning such Goods to the Supplier.
6. **Performance of the Services**
- 6.1 The Supplier shall from the date specified in the relevant Order and for the duration of the Contract provide the Services to Citizen in accordance with the Contract.
- 6.2 The Supplier shall perform the Services by the date(s) specified in the Order or otherwise agreed between the parties to the Contract.
- 6.3 The Supplier warrants that it shall, in providing the Services:
- 6.3.1 co-operate with Citizen in all matters relating to the Services and comply with all Citizen's reasonable instructions;
- 6.3.2 perform the Services with reasonable care, skill and diligence in accordance with Good Industry Practice;
- 6.3.3 ensure that the Supplier Personnel are suitably skilled, experienced and qualified to perform tasks assigned to them, and of sufficient number to ensure that the Supplier performs its obligations in accordance with the Contract;
- 6.3.4 ensure that the Services and Deliverables correspond with their description and the Service Specification and that the Deliverables are of satisfactory quality (within the meaning of the Supply of Goods and Services Act 1982) and fit for any purpose held out by the Supplier or expressly or impliedly made known to the Supplier by Citizen;
- 6.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 6.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables and all goods and materials supplied and used in the Services or supplied to Citizen are free from defects in design, material and workmanship and shall remain so for 24 months after delivery;
- 6.3.7 obtain and at all times maintain all necessary licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract;
- 6.3.8 observe and procure that the Supplier Personnel observe all health and safety rules and regulations and any other security requirements that apply at any of Citizen's premises;
- 6.3.9 keep and maintain all Citizen Materials in safe custody at its own risk, maintain the Citizen Materials in good condition until returned to Citizen and not dispose of or use the Citizen Materials other than in accordance with Citizen's written instructions or authorisation; and
- 6.3.10 not do anything which may, or omit to do anything which may by its omission:
- 6.3.10.1 bring the name or reputation of Citizen into disrepute or prejudice the interests of the business of Citizen; or
- 6.3.10.2 cause Citizen to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business and the

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Supplier acknowledges that Citizen may rely or act on the Services for such purposes.

where the rejected Goods are capable of repair, and ten Business Days where the rejected Goods require replacement.

7. Remedies

7.1 If the Supplier fails to perform any of the Services in accordance with the Contract by the applicable date(s), Citizen may, without limiting any of its other rights or remedies, exercise any one or more of the following remedies:

7.1.1 where such deficiency or non-compliance arises within 24 months from the date of performance of the Services or such other period as is specified in the Order, and subject to compliance by Citizen with any conditions specified in the Order in respect of such warranty, to require the Supplier at its own cost to:

7.1.1.1 re-perform the Services and/or

7.1.1.2 remedy any deficiency in the Services or Deliverables or non-compliance with the Contract as soon as possible and in any event within one Business Day;

7.1.2 terminate the Contract with immediate effect by giving written notice to the Supplier;

7.1.3 refuse to accept any subsequent performance of the Services which the Supplier attempts to make;

7.1.4 recover from the Supplier any costs incurred by Citizen in obtaining substitute services from a third party;

7.1.5 where Citizen has paid in advance for Services that have not been provided by the Supplier in accordance with the Contract, to require the Supplier to refund the Charges relating to such Services on demand; or

7.1.6 claim damages for any other costs, loss or expenses incurred by Citizen which are in any way attributable to the Supplier's failure to perform the Services in accordance with the Contract by the relevant date(s).

7.2 If any Goods are not delivered on the Delivery Date or do not comply with the undertakings set out in condition 3.1 then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, Citizen may exercise any one or more of the following remedies:

7.2.1 terminate the Contract;

7.2.2 reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;

7.2.3 require the Supplier to repair or replace the rejected Goods or to provide a full refund of the price of the rejected Goods (if paid);

7.2.4 refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

7.2.5 recover from the Supplier any costs incurred by Citizen in obtaining substitute goods from a third party; and/or

7.2.6 claim damages for any other costs, losses or expenses incurred by Citizen which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

7.3 If Citizen requires the Supplier to repair or replace the rejected Goods, the Supplier shall do so as soon as possible and in any event within one Business Day

7.4 These Conditions shall apply to any substituted or remedial services and/or repaired or replacement goods provided by the Supplier.

7.5 Citizen's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

8. Citizen obligations

8.1 Citizen shall:

8.1.1 provide the Supplier and the Supplier Personnel with reasonable access at reasonable times to Citizen's premises for the purpose of providing the Services; and

8.1.2 provide such information to the Supplier as the Supplier may reasonably request and Citizen considers reasonably necessary for the purpose of providing the Services.

9. Charges and payment

9.1 The Price shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force on the date the Contract came into existence, subject to any discounts on such published prices agreed between the parties as at such date, and subject to condition 9.11. The Price:

9.1.1 excludes amounts in respect of UK value added tax ("VAT"), which Citizen shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and

9.1.2 includes all taxes and duties other than VAT, the costs of packaging, insurance and carriage of the Goods.

9.2 The Charges for the Services shall be the charges set out in the Order and shall be the Supplier's full and exclusive remuneration for the performance of the Services (including the supply of the Deliverables). The Charges:

9.2.1 exclude amounts in respect of UK value added tax ("VAT"), which Citizen shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and

9.2.2 include all taxes and duties other than VAT and all costs and expenses incurred (directly or indirectly) by the Supplier in connection with the performance of the Services.

9.3 No extra charges shall be effective unless agreed in writing with Citizen.

9.4 The Supplier may invoice Citizen for the:

9.4.1 Price plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery; and

9.4.2 Charges plus VAT at the prevailing rate (if applicable) on or at any time after the completion of the Services to Citizen's satisfaction.

9.5 The Supplier shall ensure that all invoices include the date of the Order, the invoice number, Citizen's order number, the Supplier's VAT registration number and any supporting documents that Citizen may reasonably require, and are issued to supplierinvoices@citizenmachinery.co.uk unless the Supplier is instructed by Citizen to the contrary.

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- 9.6 Subject to any agreement between the parties to the contrary, Citizen shall pay correctly rendered invoices in respect of Goods and/or Services that comply with the Contract within 30 days of the end of the month in which Citizen receives a valid and undisputed invoice. Payment shall be made to the bank account nominated in writing by the Supplier.
- 9.7 If Citizen disputes the whole or any part of an invoice, it may withhold payment in respect of the disputed amount provided that it gives notice in writing to the Supplier of any intention to withhold payment, specifying the amount to be withheld and the grounds for withholding payment.
- 9.8 Except where Citizen withholds an amount due to a bona fide dispute pursuant to condition 9.7, the Supplier may charge interest on overdue amounts at the rate of 2% per annum above the Bank of England's base rate from time to time, from the due date until actual payment of the overdue amount, whether before or after judgment. The Supplier agrees that the right to claim interest under this condition 9.8 is a substantial remedy for late payment of undisputed invoices.
- 9.9 Citizen may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier (whether under the Contract or not) to Citizen against any liability of Citizen to the Supplier.
- 9.10 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services and allow Citizen to inspect and take copies of such records at reasonable times on request.
- 9.11 The Supplier may amend the prices made available to Citizen for purposes of calculating the Price in respect of the supply of Goods in accordance with condition 9.1 not more frequently than once in any twelve month period, and shall provide Citizen with not less than three months' notice of any such change.
- 10. Intellectual Property Rights**
- 10.1 The Supplier acknowledges that the Citizen Materials and all rights in the Citizen Materials are and shall remain the exclusive property of the Citizen.
- 10.2 In respect of the Goods and any other goods that are supplied to Citizen under the Contract as part of the Services, including the Deliverables or any part of them, the Supplier warrants that it has full, clear and unencumbered title to all such items, and that at the date of delivery of such items to Citizen, it will have full and unrestricted rights to transfer all such items to Citizen.
- 10.3 The Supplier assigns absolutely and with full title guarantee to Citizen all Intellectual Property Rights arising in the performance of the Services (including the Deliverables) such that such rights shall forthwith on creation vest in Citizen.
- 10.4 The Supplier waives, and shall procure waivers from any relevant Supplier Personnel of, any moral rights arising in the performance of the Services (including in relation to the Deliverables) to which they are now or may at any future time be entitled under Chapter IV of the Copyright, Designs and Patents Act 1988 or any similar provisions of Applicable Law.
- 10.5 The Supplier shall promptly at Citizen's request do (or procure) all such further acts and things and the execution of all such other documents as Citizen may from time to time require for the purpose of securing for Citizen the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to Citizen pursuant to condition 10.3.
- 10.6 The Supplier acknowledges that all rights in the Citizen Materials are and shall remain the exclusive property of Citizen. The Supplier shall keep the Citizen Materials in safe custody at its own risk, maintain them in good condition until returned to Citizen and not dispose of or use the Citizen Materials other than in accordance with Citizen's written instructions or authorisation.
- 11. Indemnity**
- 11.1 The Supplier shall indemnify, keep indemnified and hold harmless Citizen from and against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation whether arising in tort (including negligence), in contract or otherwise and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Citizen as a result of or in connection with any claim made against Citizen (a "**Claim**"):
- 11.1.1 for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the receipt, use or supply of the Goods and/or Services (except to the extent that the claim is attributable to compliance with any specifications supplied by Citizen); or
- 11.1.2 for death, personal injury or damage to property arising out of or in connection with the supply of the Goods and/or Services including: (i) any defect in the Goods; (ii) any defect in any Deliverable; (iii) the proper functioning of the Goods or any Deliverable; or (iv) any act or omission of the Supplier or its employees, agents or subcontractors.
- 11.2 In the event of a Claim under condition 11.1.1:
- 11.2.1 the Supplier shall at its own expense defend the Claim; and
- 11.2.2 the Supplier shall use all reasonable endeavours to procure for Citizen the right to continue receiving the relevant Goods and/or Services and/or using the relevant Deliverables or modify them so that they are non-infringing.
- 11.3 This condition 11 shall survive termination of the Contract.
- 12. Insurance and liability**
- 12.1 During the term of the Contract and for a period of six years thereafter, the Supplier shall maintain in force with a reputable insurance company professional indemnity insurance, product liability insurance, efficacy insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on Citizen's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 12.2 Except under condition 11.1 and subject to condition 12.3, neither party shall be liable to the other for any indirect or consequential losses or damage suffered by the other party.
- 12.3 Nothing in the Contract shall limit either party's liability for:
- 12.3.1 death or personal injury arising from its negligence;
- 12.3.2 fraudulent misrepresentation; or
- 12.3.3 any other liability that cannot be excluded by law.
- 13. Confidentiality**
- 13.1 Subject to condition 13.2, each party to the Contract (the "**Recipient**") shall:

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- 13.1.1 use the Confidential Information of the other party's (the "**Disclosing Party**") solely for the performance of the Contract; and
- 13.1.2 keep the Disclosing Party's Confidential Information strictly confidential and not, without the Disclosing Party's prior written consent, disclose it to any other person.
- 13.2 The Recipient may disclose the Disclosing Party's Confidential Information:
- 13.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Recipient's rights or carrying out its obligations under or in connection with the Contract and the Recipient shall ensure that such persons comply with this condition 13.2;
- 13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and
- 13.2.3 if such information is public knowledge or already known to the Recipient at the time of disclosure or subsequently becomes public knowledge other than by breach of any duty of confidentiality (contractual or otherwise).
- 13.3 The Supplier shall not make, or permit any person to make, any public announcement concerning this Contract or its relationship with Citizen, nor make any use of the Citizen name or any mark associated with the Citizen brand, without the prior written consent of Citizen (such consent not to be unreasonably withheld or delayed) except as required by law or any governmental or regulatory authority (including any relevant securities exchange).
- 13.4 This condition 13 shall survive termination of the Contract.
14. **Data protection**
- 14.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This condition 14 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 14.2 The parties acknowledge that for the purposes of Data Protection Legislation, each party (for such purposes, the "**Processor**") may act as data processor of personal data relating to employees and agents of the other party, and in respect of which the other party is the data controller (for such purposes, the "**Controller**") (where the terms personal data, data controller and data processor have the meanings as defined in the Data Protection Legislation). The Processor may be process such personal data solely for the purposes of, and for so long as is necessary for, the administration of the Contract.
- 14.3 Without prejudice to the generality of condition 14.1, each party (in its role as Controller) will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any personal data which it transfers to the other in its role as Processor, for the duration and purposes of the Contract.
- 14.4 Without prejudice to the generality of condition 14.1, the each party (in its role as Processor) shall, in relation to any personal data processed by it in connection with the performance by the Processor of its obligations under the Contract:
- 14.4.1 process that Personal Data only on the written instructions of the Controller unless the Processor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Data Processor to process personal data ("**EU Laws**"). Where the Processor is relying on laws of a member of the European Union or European Union law as the basis for processing personal data, the Processor shall promptly notify the Controller of this before performing the processing required by the EU Laws unless those EU Laws prohibit the Processor from so notifying the Controller;
- 14.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Controller, 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);
- 14.4.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- 14.4.4 not transfer any personal data outside of the European Economic Area unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- 14.4.4.1 the Controller or the Processor has provided appropriate safeguards in relation to the transfer;
- 14.4.4.2 the data subject has enforceable rights and effective legal remedies;
- 14.4.4.3 the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
- 14.4.4.4 the Processor complies with reasonable instructions notified to it in advance by the Controller with respect to the processing of the personal data;
- 14.4.5 assist the Controller, at the Controller's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 14.4.6 notify the Controller without undue delay on becoming aware of a personal data breach;
- 14.4.7 at the written direction of the Controller, delete or return personal data and copies thereof to the Controller on termination of the Contract unless required by applicable law to store the personal data; and
- 14.4.8 maintain complete and accurate records and information to demonstrate its compliance with this condition 14.

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15. **Compliance with Applicable Law and Policies** offered and/or completed and shall provide a copy of the record available to Citizen on request;
- 15.1 In performing its obligations under the Contract, the Supplier shall comply with:
- 15.1.1 all Applicable Law from time to time in force including the Bribery Act 2010, the Modern Slavery Act 2015 and all applicable health and safety laws;
- 15.1.2 the obligations undertaken by the entity identified as the Counterparty in the Citizen NDA, the provisions of which are incorporated into this Contract, and a copy of the then current version of which the Supplier acknowledges has been made available by Citizen; and
- 15.1.3 the Policies to the extent that the Policies apply to the operations of the Supplier, which obligation shall include the obligation to perform any obligations undertaken by the Supplier under this Agreement in such a way as to ensure that Citizen is in compliance with the Policies to the extent that such compliance depends on the manner in which the Supplier performs such obligation.
- 15.2 Citizen may immediately terminate the Contract for any breach of this condition 15.
16. **Ethics**
- 16.1 The Supplier shall:
- 16.1.1 comply and procure that the Supplier Personnel comply with all Applicable Law relating to anti-bribery and anti-slavery including the Bribery Act 2010 and the Modern Slavery Act 2015 ("**Relevant Requirements**");
- 16.1.2 not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 or the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales;
- 16.1.3 comply and procure that the Supplier Personnel comply with the Policies relating to anti-bribery and anti-slavery and enforce them where appropriate ("**Relevant Policies**");
- 16.1.4 ensure that the Goods, Services and Deliverables are provided:
- 16.1.4.1 without any breach of the Modern Slavery Act 2015 or activity that would constitute a breach of that act if it took place within England and Wales;
- 16.1.4.2 in accordance with good ethical trading practices and standards; and
- 16.1.4.3 in a manner reflecting a commitment to safety and human rights in the workplace;
- 16.1.5 have and maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and condition 16.1.2, and enforce them where appropriate;
- 16.1.6 have and maintain in place throughout the term of the Contract a system of training for its employees, agents, suppliers and subcontractors to ensure compliance with the Relevant Requirements and the Relevant Policies, keep a record of all such training
- 16.1.7 promptly report to Citizen:
- 16.1.7.1 any breach, or potential breach, of the Relevant Requirements and/or Relevant Policies;
- 16.1.7.2 any actual or suspected slavery or human trafficking in a supply chain which has any connection with the Contract and/or Citizen; and/or
- 16.1.7.3 any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of its obligations under the Contract; and
- 16.1.8 within one week of the first Order raised subject to these Conditions, and each anniversary of that date, certify to Citizen in writing (signed by one of the Supplier's directors) that the Supplier complies with this condition 16 and provide such supporting evidence of compliance as Citizen may reasonably request.
- 16.2 The Supplier warrants and represents that at the date of the Contract coming into force:
- 16.2.1 its responses to any slavery and human trafficking due diligence questionnaire submitted to Citizen are complete and accurate;
- 16.2.2 neither the Supplier nor any of its officers, employees, agents or other persons associated with it:
- 16.2.2.1 has been convicted of any offence involving slavery or human trafficking; or
- 16.2.2.2 has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence in connection with slavery or human trafficking.
- 16.3 The Supplier shall:
- 16.3.1 implement due diligence procedures for:
- 16.3.1.1 its suppliers and subcontractors;
- 16.3.1.2 its suppliers' and subcontractors' suppliers and subcontractors; and
- 16.3.1.3 other participants in its supply chains,
- to ensure that such supply chains are free from slavery and human trafficking;
- 16.3.2 maintain a complete set of records to trace the supply chain of all Goods provided to Citizen in connection with the Contract; and
- 16.3.3 ensure that any person associated with the Supplier who performs services or supplies goods in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this condition 16 ("**Relevant Terms**"). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be

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- directly liable to Citizen for any breach by such person of any of the Relevant Terms.
- 16.4 Breach of this condition 16 shall be deemed a material breach of the Contract.
- 16.5 For the purpose of this condition 16:
- 16.5.1 the meaning of "**adequate procedures**" and whether a person is associated with another person shall be determined in accordance with the Bribery Act 2010 (and any guidance issued under that Act); and
- 16.5.2 a person associated with the Supplier includes any of the Supplier's subcontractors.
17. **Termination**
- 17.1 Without limiting its other rights or remedies, Citizen may terminate the Contract:
- 17.1.1 in respect of the supply of Services, in whole or in part at any time before completion of the Services by giving the Supplier at least thirty days' written notice; and
- 17.1.2 in respect of the supply of Goods, in whole or in part at any time before delivery by giving the Supplier at least thirty days' written notice,
- whereupon the Supplier shall discontinue all work on the Contract.
- 17.2 The Supplier may terminate the Contract by giving Citizen at least thirty days' written notice.
- 17.3 If Citizen terminates the Contract under condition 17.1:
- 17.3.1 it shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods and/or Services at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss; and
- 17.3.2 the Contract shall continue in full force and effect in respect of:
- 17.3.2.1 Goods already delivered or paid for by Citizen or which Citizen indicates that it still wishes to receive; or
- 17.3.2.2 Services already performed or paid for by Citizen or which Citizen indicates that it still wishes to receive.
- 17.4 Without limiting its other rights or remedies, Citizen may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- 17.4.1 the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified in writing to do so;
- 17.4.2 the Supplier commits a breach of condition 13, 14, 15 or 16;
- 17.4.3 the Supplier repeatedly breaches any term of the Contract in such manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
- 17.4.4 performance of the Contract would, in Citizen's reasonable opinion, cause Citizen to be in breach of any Applicable Law;
- 17.4.5 the Supplier (being a body corporate) is declared or becomes insolvent, has a moratorium declared in respect of any of its indebtedness, enters into administration, receivership, administrative receivership or liquidation or threatens to do any of these things or takes or suffers any similar action in any jurisdiction, or any step is taken (including the making of an application, the entering into of a board resolution or the giving of any notice) by it or by any other person in respect of any of these circumstances (an "**Insolvency Event**");
- 17.4.6 the Supplier (being an individual) is declared bankrupt, enters into any composition or arrangement with his creditors, has a receiver appointed to any of his assets, or ceases to carry on business or takes or suffers any similar action in any jurisdiction or any step is taken (including the making of an application or the giving of any notice) by him or any other person in respect of any of these circumstances (also an "**Insolvency Event**") (or, the Supplier being a partnership, has a partner to whom any Insolvency Event applies);
- 17.4.7 the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation;
- 17.4.8 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 17.4.9 the Supplier's financial position deteriorates to such an extent that in Citizen's opinion the Supplier's capability to fulfil its obligations under the Contract adequately has been jeopardised.
- 17.5 If Citizen terminates the Contract pursuant to condition 17.4, then, without prejudice to any other right or remedy available to it, Citizen may (at its option):
- 17.5.1 keep any Goods and Deliverables already delivered to it subject to payment of that proportion of the Price or Charges attributable to such Goods and/or Deliverables in accordance with the Contract (less any sums already paid to the Supplier); or
- 17.5.2 repudiate the Contract, return the Goods and Deliverables and require the repayment of the whole or any part of the Charges which have been paid.
- 17.6 On termination of the Contract for any reason, the Supplier shall immediately deliver to Citizen all Deliverables whether or not complete and return all Citizen Materials to Citizen. If the Supplier fails to do so, Citizen may enter the Supplier's premises and take possession of them. Until such items have been delivered or returned, the Supplier shall be solely responsible for their safe keeping and shall not use them for any purpose not connected with the Contract.
- 17.7 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations or liabilities that have accrued as at termination.
- 17.8 Conditions that expressly or by implication survive termination of the Contract shall continue in full force and effect.
18. **Force majeure**
- Neither party shall be in breach of the Contract or liable for delay in performing, or failure to perform, any of its obligations under it if such breach, delay or failure results from a Force Majeure Event, provided that the party affected promptly notifies the other of the cause and likely duration of the breach, delay or failure, uses

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- all reasonable endeavours to remove or avoid the effects of the Force Majeure Event and resumes performance of its obligations under the Contract without delay when the Force Majeure Event ceases to have effect.
19. **General**
- 19.1 **Assignment and other dealings**
- 19.1.1 Citizen may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.
- 19.1.2 The Supplier may not assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Citizen.
- 19.2 **Subcontracting**
- The Supplier may not subcontract any or all of its rights or obligations under the Contract without Citizen's prior written consent. If the Supplier wishes to obtain such consent, it must confirm to Citizen in writing that it has undertaken due diligence on the proposed subcontractor to ensure that it complies with the Modern Slavery Act 2015 and/or does not engage in any activity that would constitute a breach of that Act if it took place within England and Wales. The Supplier shall remain liable for all the acts and omissions of any subcontractor as if they were its own acts and omissions.
- 19.3 **Entire agreement**
- The Contract (incorporating these Conditions) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 19.4 **Variation**
- Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Citizen.
- 19.5 **Waiver**
- Except as set out in condition 2.4, no failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of or prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 19.6 **Severance**
- If any provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification or deletion of a provision under this condition shall not affect the validity and enforceability of the rest of the Contract.
- 19.7 **Notices**
- 19.7.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or by a signed-for next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 19.7.2 Any notice shall be deemed to have been received:
- 19.7.2.1 if delivered by hand, on signature of a delivery receipt or, if not signed for, at the time the notice is left at the correct address;
- 19.7.2.2 if sent by pre-paid first-class post, at 09:00 on the second Business Day after posting; and
- 19.7.2.3 if sent by a signed-for next working day delivery service, at the time recorded by the delivery service.
- 19.7.3 This condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 19.7.4 A notice given under the Contract is not valid if sent by email.
- 19.8 **Third party rights**
- No one other than a party to the Contract and their permitted assignees shall have any right to enforce any of its terms.
- 19.9 **Relationship**
- Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the Supplier and Citizen, constitute either party the agent of the other party or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 19.10 **Governing law**
- The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to this Contract. The international rules for the interpretation of trade terms prepared by the International Chamber of Commerce (Incoterms) shall apply where specified in any Order but where they conflict with this Contract, this Contract shall prevail
- 19.11 **Jurisdiction**
- Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims). Nothing in this condition shall limit Citizen's right to take proceedings against the Supplier in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdictions.