Terms and Conditions of Purchase

1. DEFINITIONS

1.1 **Definitions.** In these Conditions, the following definitions apply:

Automotive Industry Action Group Production Part Approval Process Manual: the handbook published by the Automotive Industry Action Group, as amended or updated or replaced from time to time, for approval of parts used in the automotive industry.

Bribery Act: UK Bribery Act 2010 (2010/23).

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Buyer: means the duly authorised representative of Teconnex.

Conditions: the terms and conditions of purchase set out in this document as amended from time to time the current version of which is available on Teconnex' s website www.teconnex.com, together with any additional terms or conditions in the Quotation or Order.

Confidential Information: has the meaning given in Condition 12.1.

Contract: the contract between Teconnex and the Seller for sale and purchase of Products in accordance with these Conditions.

Force Majeure Event: has the meaning given in Condition 18.

Group: any parent or subsidiary of Teconnex or other subsidiary of a parent of Teconnex.

Hazardous Goods: any item or agent (biological, chemical, radiological, and/or physical), which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.

HSE: the Health, Safety and Environment function in either the Supplier or Teconnex as befits the context.

Intellectual Property Rights: patents, utility models, rights to inventions, discovery or process, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, 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 and industrial property rights of any kind, 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 shall subsist now or in the future in any part of the world.

Incoterms: rules for the use of domestic and international trade terms issued by the International Chamber of Commerce entitled Incoterms® 2020 which came into force on 1 January 2020 as amended or updated or replaced from time to time.

Order: the purchase order for the Products, as set out in the Quotation accepted in writing by Teconnex

Production Part Approval Process ("PPAP"): has the meaning ascribed to it in the Automotive Industry Action Group Production Part Approval Process latest edition.

Products: the goods (or any part of them) set out in the Order.

Quotation: a price indication in writing responding to Teconnex' s request and particularising volume and type of Products with anticipated date of availability.

REACH: Regulation (EC) N0 1907/2006 as amended for Registration, Evaluation, Authorisation and Restriction of Chemicals. A single system for the registration, evaluation and authorisation of chemicals, information on the risks posed by substances and how they should be handled and supplied throughout the production chain.

Recall Event: any recall, recovery of possession or control, withdrawal or disposal of, or any preventative or required replacing of parts or replacement of any Products because they: (i) have caused or would cause bodily injury or property damage; or (ii) are part, or may be part, of a batch of Products which fail to meet the Specification or otherwise fail to perform the function for which they were manufactured, designed or supplied.

Recall Notice: any request, court order or other directive of a governmental or regulatory authority or other competent authority to withdraw any Products from the market.

Representatives: customer's employees, officers, directors and professional advisers.

Special Terms and Conditions: particular requirements of Teconnex found in any relevant Order.

Specification: the description of the Products contained exclusively in the Teconnex drawing used for the PPAP approval process as the case may be or, where none of the said three approval processes is used, the description of the Products contained exclusively in the Teconnex drawing used to manufacture the Products which drawing is available to the Customer on request.

Supplier: means the person, firm or company which accepts Teconnex' s Order.

Teconnex: Teconnex Limited (registered in England with company number 1447529) the registered office of which is at The Old Court House, 24 Market Street, Gainsborough DN21 2BE acting for itself or as agent for any member of its Group

Teconnex Background IPR: all Intellectual Property Rights of Teconnex which exist at the date of the Contract or which are created after such date independently of the Contract and all Intellectual Property Rights relating to Teconnex' s processes and procedures.

Tooling: all proto-type and production tools, dies, fixtures, jigs, gauges, moulds, patterns and related software which is required or procured for and/or used in the manufacture or supply of Products and includes all accessions, appurtenances, modifications, repairs, refurbishments and replacements to the Tooling and any related drawings, reports and documentation.

VAT: value added tax or any equivalent tax or excise chargeable in the UK or elsewhere.

Warranty Period: 12 (twelve) months from the date of delivery.

2. INTERPRETATION

2.1 In these conditions references to any statute statutory provision or quality standard shall, unless the context otherwise requires, be construed as a reference to that statute provision or quality standard as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

2.2 In these conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

2.3 Headings do not affect construction of these conditions.

3 APPLICATION OF TERMS

3.1 All Orders whether in writing or placed orally by the Buyer shall be upon these terms and conditions and where applicable the Special Terms and Conditions of Purchase.

3.2 The Supplier hereby acknowledges that acceptance of the Order implies acceptance of these terms and conditions and any Special Terms and Conditions of Purchase which shall both prevail over any terms and conditions of the Supplier, whether contained in a quotation, catalogue, price list, Order acknowledgement or any other document, except so far as provided in any amendments or modifications which have been agreed in writing by the Buyer.

3.3 These conditions apply to all Teconnex' s purchases from the Supplier and any variation to them shall have no effect unless agreed expressly in writing and signed and dated by the Buyer.

4 QUALITY AND DEFECTS

4.1 The Products shall be without fault and conform in all respects with the Order and Specification and/or patterns supplied or advised by Teconnex to the Supplier. The Supplier must notify Teconnex immediately of any non-conforming product or material. The Supplier must make a written request for possible approval to the Buyer for referral to Teconnex's quality manager. The decision of the quality manager shall (absent manifest error) be final and binding and shall be communicated in writing to the Supplier following an investigation and within a reasonable time.

4.2 Products shall comply with all applicable Teconnex requirements including, but not limited to, engineering drawings, specifications, product-specific requirements, Purchase Order requirements, and the requirements defined in the Teconnex Supplier Quality Manual (SQM – POL_QUAL_01), including their latest revisions.

4.3 Teconnex's rights under these Conditions are in addition to statutory conditions implied in favour of Teconnex by the Sale of Goods Act 1979.

4.4 At any time before delivery of Products Teconnex shall always have the right to inspect and test the Products, but such inspection shall not constitute acceptance.

4.5 If the results of inspection or testing cause Teconnex to think Products do not conform or are unlikely to conform with the Order or to any Specifications and/or patterns supplied or advised by Teconnex to the Supplier, Teconnex shall inform the Supplier which shall take immediately such action as is necessary to ensure conformity; in addition Teconnex shall have the right to require and witness further testing and inspection.

4.6 Notwithstanding any inspection or testing, the Supplier shall remain fully responsible for the Products and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.

4.7 If any of the Products fail to comply with the provisions set out in condition 4 Teconnex shall be entitled to avail itself of any one or more remedies listed in condition 8.6.

4.8 Suppliers providing products that form a component part of Teconnex manufactured products shall maintain an effective Quality Management System appropriate to the industry sector they support.

Suppliers providing products for automotive applications shall maintain certification to ISO 9001 as a minimum requirement. Suppliers that are eligible for IATF 16949 certification but are not yet certified shall develop their Quality Management System toward compliance with IATF 16949 requirements.

Suppliers providing products for aerospace applications shall maintain certification to AS9100 where applicable. Where AS9100 certification is not applicable, certification to ISO 9001 shall be maintained as a minimum requirement. Suppliers performing aerospace special processes shall hold Nadcap accreditation. Where NADCAP accreditation is not held, the supplier must obtain written approval from Teconnex prior to the purchase or subcontracting of such processes.

Suppliers certified to any of the above standards shall provide Teconnex with copies of valid certification upon initial approval. Suppliers shall provide Teconnex with an updated copy of their certification each time it is renewed and prior to the expiration of the current certificate.

Suppliers shall immediately notify Teconnex in writing if their certification is suspended, withdrawn, or allowed to expire.

4.9 All Products shall comply with all applicable regulatory requirements including but not limited to REACH, RoHS, ELV Directive and IMDS reporting obligations where applicable.

4.10 Suppliers shall provide raw material inspection certificates in accordance with EN 10204 Type 3.1. Such certificates shall confirm compliance with the relevant material specification and shall be supplied with the delivery or as otherwise required by Teconnex.

4.11 Additional documentation or specific quality requirements may be specified in the Purchase Order and shall form part of the contractual requirements.The Supplier shall inform Teconnex without delay and prior to delivery of Products if changes are made to the Products. Explicit written approval of Teconnex must be obtained for changes in material used in manufacturing the Products or the Supplier's process.

5 WARRANTY

5.1 Supplier warrants the Products for a period of Two (2) years from the date the Products are delivered to Teconnex.

5.2 If defects arise under normal use and are attributed to faulty material or workmanship, the Supplier shall without prejudice to any other rights or remedies of Teconnex remedy the defect promptly by either repair or replacement of the defected Products, without charge to Teconnex.

5.3 Services will be performed in a proper, professional and timely manner.

6 HEALTH AND SAFETY

6.1 The Supplier undertakes and warrants that all action required to minimize and eliminate risk to health and safety resulting from use of Products for the purpose for which they are designed has been carried out, and that any information which is relevant, in any way, to risk or health and safety will be bought to the attention of Teconnex in writing on acceptance of the Order. The Buyer and Teconnex each have the right to demand and receive proof that the above undertaking has been performed.

6.2 It is the duty of the Supplier to ensure that when designing, manufacturing, importing or supplying the Products comprised in the Order, that:

6.2.1 The Products are safe and without risk to health when used properly

6.2.2 Appropriate tests or examinations have been carried out to ensure the Products are safe and without risk to health when used properly.

6.2.3 They will provide warning about significant exposures to chemicals that cause cancer, birth defects and other reproductive harm contained or released into the environment or use of the products or the manufacturing or use of the products. (Prop 65 – safe Drinking water and Toxic Enforcement Act of 1986)

6.2.4 They will provide any information necessary to ensure the Products are safe and without risk to health when used properly.

6.3 The Supplier will always during the contract performed pursuant to these Conditions ensure it complies with all the relevant health, safety and environmental legislation, including REACH. The Supplier must ensure that every member of its staff is aware of Teconnex HSE requirements. Hazardous Products must be suitably marked with identification labels, including describing what the Products are and detailing the hazard.

7 INDEMNITY

7.1 Teconnex' s total liability to the Supplier at any time is equal to such sum as is equal to the price of the Products specified

in a relevant Order. The Supplier shall keep Teconnex indemnified in full against all direct, indirect or consequential liability, loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by Teconnex as a result of or in connection with:

7.1.1 Defective design, workmanship, quality or materials.

7.1.2 An infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Products; or

7.1.3 Any claim made against Teconnex for any liability, loss, damage, injury, cost or expense sustained by Teconnex' s employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Products or delay in delivery of them.

8 DELIVERY

8.1 Time of delivery is of the essence of any Order. The Supplier's delivery performance will be measured. Teconnex and the Supplier will cooperate to achieve continuous improvement of delivery with a goal of 100% on time in full, but never less than 90%. The Supplier will manage poor performance with assistance from Teconnex if requested by Teconnex.

8.2 The Products shall be delivered, carriage paid to Teconnex' s place of business or to such other place of delivery ass agreed by Teconnex in writing before delivery. The Supplier shall off-load the Products as directed by Teconnex.

8.3 The date for delivery shall be specified in the Order.

8.4 The Supplier shall ensure that each delivery is accompanied by a delivery note which shows, the Order number, Teconnex' s part number, date of order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.

8.5 Unless otherwise stipulated by Teconnex in the Order, deliveries shall only be accepted by Teconnex in normal business hours.

8.6 If the Products are not delivered on the due date, then, without prejudice to any other rights which it may have, Teconnex reserves the right to:

8.6.1 Cancel the Contract in whole or in part.

8.6.2 Refuse to accept any subsequent delivery of the Products which the Supplier attempts to make.

8.6.3 Recover from the Supplier any expenditure reasonably incurred by Teconnex in obtaining Products in substitution from another Supplier; and

8.6.4 Claim damages for any additional costs, loss or expenses incurred by Teconnex which are in any way attributable to the Supplier's failure to deliver Products on the due date.

8.7 The Supplier shall generally adopt the principles of ISO 14001 in its dealings with Teconnex and use returnable packaging wherever possible and, where not possible, provide an explanation to Teconnex as to the reasons and what action is to be taken to rectify.

8.7.1 Where returnable packaging is used the packaging material must be labelled clearly and the logistics of collection by the Supplier (at the Supplier's expense) must be discussed and agreed with Teconnex before implementation. In default of agreement clause 23.3 (dispute resolution) shall operate. If Products are delivered to Teconnex more than the quantities ordered Teconnex shall not be bound to pay for the excess and any excess will be and will remain at the Supplier's risk and may be returnable at the Supplier's expense.

8.7.2 Where the Supplier fails to implement use of returnable packaging within a reasonable time Teconnex reserves the right to charge the Supplier for disposal of the packaging material.

8.7.3 Where Products are delivered on pallets the pallets shall be Euro pallets (1200x800, 4 way) unless agreement to use other sizes is confirmed in writing.

8.7.4 Where Products are delivered as hand packages (not on pallets) the weight of individual packages shall be limited to a maximum of 16kg. Any package of heavier weight than 16kg must be on a pallet with no exception.

8.8 Teconnex requires Suppliers to comply with its Production Part Approval Process (PPAP) requirements for all new or revised Products, as detailed on the Order. Part Submission Warrants (PSW) together with First Article Inspection Reports (FAI) and/or Initial Inspection Reports (ISR) must accompany delivery.

9 TITLE

9.1 Subject to the provisions of condition 9.3, property and risk in the Products shall pass to Teconnex on acceptance by Teconnex of the Products (or in the case of delivery by instalments) on acceptance by Teconnex of each instalment.

9.2 If the Supplier postpones delivery at the request of Teconnex property in the Products shall pass to Teconnex on such date as may be agreed (and in default of agreement clause 23.3 shall operate), but the Products shall nevertheless remain at the Supplier's risk until actual delivery has been completed.

9.3 The Supplier shall not have a lien over the Products but shall be a bailor until they are accepted by the Teconnex.

10 PRICE

10.1 The price of the Products shall be stated in the Order and is exclusive of value added tax or similar fiscal imposition but inclusive of all other charges.

10.2 No variation in the price nor extra charges will be accepted by the Teconnex.

10.3 The Supplier will advise the Teconnex of any Price improvement opportunities identified in the performance of this Contract promptly once identified.

11 PAYMENT

11.1 Teconnex shall pay the price of the Products, as per payment terms detailed on the Order, but time for payment shall not be of the essence of the Contract.

11.2 The period of payment shall begin to run from acceptance of the Products by Teconnex or receipt of the invoice, whichever is the latest.

11.3 Without prejudice to any other right or remedy, Teconnex reserves the right to set off any amount owing at any time from the Supplier to Teconnex against any amount payable by Teconnex to the Supplier under this Contract.

12 CONFIDENTIALITY

12.1 In these Conditions '**Confidential Information'** shall mean any information (whether written, oral, in electronic form or in any other media) that is disclosed in connection with the Contract by Teconnex, any Group company or one of its or their employees, agents, officers or professional advisers to the Supplier or any of its Representatives whether before, on or after the date of the Contract and that relates (in whole or in part) to Teconnex or any Group company or its or their businesses, as well as the terms and subject matter of the Contract or any discussions or documents in relation to it, but in each case excluding any Confidential Information which:

12.1.1 Teconnex agrees in writing is not Confidential Information.

12.1.2 At the time of disclosure was in the public domain or subsequently enters the public domain other than as the direct or indirect result of a breach of this Condition 12 by the Supplier or any of its Representatives; or

12.1.3 The Supplier can prove to the satisfaction of Teconnex from written records or other substantive evidence that it

a) has been received by the Supplier at any time from a third party who did not acquire it in confidence and who is free to make it available to the Supplier; or
b) was developed independently by the Supplier.

12.2 The Supplier shall always, but subject to the foregoing:

a) Keep the Confidential Information secret and only disclose it in the manner and to the extent expressly permitted by this Condition 12.
b) use Confidential Information only for the purpose of performing its obligations and exercising its rights under the Contract; and
c) Keep the Confidential Information safe and secure and apply documentary and electronic security measures that match or exceed those the Supplier operates for its own confidential information and never exercise less than reasonable care.

12.3 The Supplier may disclose Confidential Information:

a) to those of its Representatives who need access to that Confidential Information to discharge Supplier obligations under the Contract to be performed and its rights under the Contract to be exercised. Before disclosure the Supplier must make all Representatives aware that the Confidential Information is confidential and of the obligations of confidentiality in this Condition 12. The Supplier shall procure that each Representative will not do or omit to do anything which if done or omitted to be done by the Customer would constitute a breach of this Condition 12. The Supplier shall be liable for acts and omissions of its Representatives in respect of the Confidential Information as if they were acts or omissions of the Supplier; and

b) to the minimum extent required by an order of any court of competent jurisdiction or by an order of any regulatory, judicial or governmental body provided that

i. before the Supplier discloses any Confidential Information pursuant to this Condition it shall, to the extent permitted by law, use all reasonable endeavours to give Teconnex as much notice of the disclosure as possible.

ii. where notice of such disclosure is not prohibited and is given in accordance with this Condition, the Supplier shall consider reasonable requests of Teconnex about the content of the disclosure; and

iii. if the Supplier is unable to inform Teconnex before Confidential Information is disclosed pursuant to this Condition it shall, to the extent permitted by law, inform Teconnex of the full circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable after disclosure has been made.

a) Teconnex or its licensors own all rights, title and interest in Confidential Information and save as is expressly provided in these Conditions, no right to use any Confidential Information or trade secrets is granted by Teconnex to the Supplier

b) The Supplier acknowledges and agrees that damages alone would not be an adequate remedy for breach of this Condition 12. Accordingly, Teconnex shall be entitled, without having to prove special damage, to equitable relief (including injunction and specific performance) for any breach or threatened breach of this Condition 12 by the Supplier.

c) If the Supplier has entered into a Non-Disclosure Agreement (NDA) with the Teconnex, the terms of the NDA shall continue to operate and shall prevail over this clause.

c) TECONNEX'S PROPERTY

Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, Specifications and data supplied by Teconnex to the Supplier or not so supplied but used by the Supplier specifically in manufacture of the Products shall at all times be and remain exclusive property of Teconnex and shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition until returned to Teconnex at the Supplier's expense and shall not be disposed of other than in accordance with Teconnex' s written instructions, nor shall such items be used otherwise than as authorised by Teconnex in writing.

d) TERMINATION

a) Teconnex shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Supplier written notice whereupon all work on the Contract shall be discontinued and Teconnex shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

b) Teconnex shall have the right at any time by giving written notice to terminate the Contract forthwith if:

i. The Supplier commits a breach of any of the terms and conditions of the Contract.

ii. Any distress, execution of other process is levied upon any of the assets of the Supplier.

iii. The Supplier enters into any compromise or arrangement with its creditors, commits any act of bankruptcy or if any Order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent Company) or if a petition is presented to court, or if a receiver and/or manager, receiver, administrative receiver or administrator is appointed in respect of the whole or any part of the Supplier's undertaking or assets;

iv. The Supplier ceases or threatens to cease to carry on its business; or

v. The financial position of the Supplier deteriorates to such an extent that in the opinion of Teconnex the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy.

c) Termination of the Contract, however arising, will be without prejudice to the rights of Teconnex accrued prior to termination. Those Conditions hereof which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

e) REMEDIES

a) Without prejudice to any other right or remedy which Teconnex may have, if any Products are not supplied in accordance with, or the Supplier fails to comply with, any terms of this Contract Teconnex shall be entitled to avail itself of any one or more of the following remedies in its absolute discretion, whether or not any part of the Products has been accepted by Teconnex, to:

i. Responding to the Order.

ii. Reject the Products (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Products so returned shall be paid forthwith by the Supplier.

iii. Give the Supplier an opportunity at the Supplier's expense either to remedy any defect in the Products or to supply replacement Products and carry out any other necessary work to ensure that the terms of the Contract are fulfilled.

iv. Refuse to accept any further deliveries of Products but without any liability to the Supplier.

v. Carry out at the Supplier's expense any work necessary to make the Products comply with the Contract; and

vi. Claim such damages as may have been sustained in consequence of the Supplier's breaches of the Contract.

f) WAIVER

Failure by Teconnex to exercise or enforce any right conferred by the Contract shall not be deemed to be waiver of any such right nor operate to prevent exercise or enforcement thereof or of any other right on a later occasion.

g) ASSIGNMENT

a) The Supplier shall not be entitled to assign the Contract or any part of it without prior written consent of Teconnex.

b) Teconnex may assign the Contract or any part of it to any other person, firm or Company.

h) FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract if such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including without prejudice to the generality of the foregoing strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, inability or delays to procure raw materials, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics, pandemics (including but not limited to COVID-19, SARS, Ebola and Swine Flu) or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

i) REGULATORY REQUIREMENTS

a) The Supplier warrants that it is and will remain for the duration of the Contract, fully cognisant of any relevant laws or regulatory requirements and rulings of any competent authority that has jurisdiction over provision of its Products specified in an Order.

b) The Supplier shall as soon as possible identify and notify Teconnex in writing of any relevant changes in laws, legislative enactments and/or regulatory requirements and of rulings or any competent authority that may relate to the Supplier's provision of the Products.

c) The Supplier and Teconnex shall co-operate to identify the impact of such changes on how the Supplier provides the Products.

d) The Supplier shall be responsible for any fines and charges arising from non-compliance with any laws or rulings of any competent authority about delivery or use of the Products.

e) The Supplier hereby indemnifies Teconnex and holds Teconnex harmless against all and any losses suffered or sustained by Teconnex arising from any such non-compliance by the Supplier.

f) Teconnex shall consult with the Supplier about regulatory changes if Teconnex deems it appropriate, and the Supplier shall make itself available for such consultation as Teconnex reasonably requires

g) The Supplier shall ensure that both it and all suppliers within their supply chain meet necessary statutory and regularity requirements.

h) In particular the Supplier will adopt the OECD Model Supply Chain Policy (Annex ll OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from conflict affected and high-risk areas, 3rd edition or other later edition in force from time to time) and apply its provisions generally throughout its supply chain and without prejudice to the generality of the foregoing will: -

i. SLAVERY AND HUMAN TRAFFICKING

1. always comply with the provisions of the Modern Slavery Act 2015 (2015/C30), whether they apply to the Supplier. The Supplier will, if asked by Teconnex, provide a statement of steps taken to ensure that neither slavery nor human trafficking is taking place in its business or supply chain within 10 working days of the request.

ii. BRIBERY AND CORRUPTION

1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act.
2. comply with Teconnex' s ethics, anti-bribery and anti-corruption policies as communicated to it from time to time or as available to view on Teconnex' s website.
3. have and maintain in place throughout the Contract its own policies and procedures sufficient to prevent wrongdoing under the Bribery Act or similar legislation in any jurisdiction in which it does business and will enforce them where appropriate.
4. report promptly to Teconnex any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with performance of the Contract.

iii. OPERATING PRINCIPLES

1. Strive to create a safe, healthy, harmonious and dynamic working environment, respecting human rights without discrimination.
2. Provide social protection and remuneration as a minimum in line with the local regulations and well-balanced practices
3. Respect human rights and provide a workplace free from harassment and intimidation, free from forced labour, without threat of punishment.
4. Not endorse child labour practices
5. Having freedom of association, without interference
6. Endorse collective bargaining

j) CONFLICT OF INTEREST

a) The Supplier undertakes that it shall not engage in practices or pursue interests which conflict with the interests of Teconnex and which could result in financial damage or loss being suffered by Teconnex or Teconnex' s reputation being harmed.

b) All conflicts of interest must be disclosed to Teconnex in writing immediately on the conflict arisen. Conflict of interest will exist when the Supplier has an interest in or derives some benefits from transactions to which Teconnex is a Party, whether directly or indirectly. It also includes instances where there is reasonable possibility, in Teconnex' s opinion, of such conflict occurring.

c) The Supplier shall inform its staff of the contents of this term and shall ensure their adherence thereto.

k) INSURANCE

a) The Supplier shall have and maintain in force at its own cost sufficient insurance (to the satisfaction of Teconnex), to cover any losses, which may arise out of or in connection with its obligations and liabilities under these Conditions. The Supplier shall provide on request a copy of such insurance policy to Teconnex. Such insurance shall include without limitation: public and product liability insurance and specifically comprehensively insure all its own plant, material and equipment on an all-risk basis. There is no subrogation against Teconnex, its agents or representatives under these insurances, whether mentioned herein or not, and taken out by or maintained by the Supplier.

b) The Supplier must on demand furnish written proof of its insurer's knowledge of the above undertaking.

c) Where Hazardous Goods are transported, the Supplier shall observe the requirements of the British government and international agreements relating to the packaging, labelling and carriage of Hazardous Goods and shall obtain adequate insurance to cover any potential hazards, which may be occasioned through transportation of such Hazardous Goods.

d) Teconnex reserves the right to amend the terms in this clause as instructed from time to time by its insurers. Any amendments resulting from such instructions will be negotiated between the parties and failing agreement within 7 (seven) days of that instruction, the Supplier will comply with all reasonable requirements of Teconnex' s insurers.

l) INTELLECTUAL PROPERTY RIGHTS

a) Teconnex retains all right, title and interest in and to Teconnex' s Intellectual Property.

b) Supplier grants to Teconnex a royalty free perpetual licence to use literacy works and other works of authorship generated while performing services, such as manuals and training materials. Teconnex shall have sole and exclusive ownership of reports generated by the Supplier arising from performance of this Contract. Further, all Intellectual Property rights in such items shall be and remain the sole property of Teconnex, notwithstanding termination of these Terms and Conditions and the Supplier hereby assigns, without any further consideration, all right, title and interest in and to such items to Teconnex with the Products.

c) The Supplier shall not introduce into Teconnex' s environment any third-party Intellectual Property for the continued duration of these Conditions or otherwise use such third-party Intellectual Property to provide the services without first obtaining Teconnex' s written consent thereto. If Teconnex grants such consent, the Supplier shall be responsible for obtaining a license from the third party on behalf of Teconnex and in Teconnex' s name, to use such third-party Intellectual Property.

m) GENERAL

a) Each right or remedy of Teconnex under the Contract is without prejudice to any other right or remedy of Teconnex whether under the Contract or not.

b) If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable, or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

c) English Law shall govern the formation, existence, construction, performance, validity and all aspects of the Contract and the parties submit to the non-exclusive jurisdiction of the English courts. However, before resorting to litigation each party undertakes to collaborate with the other in referring any dispute which cannot be settled by amicable means to the Centre for Effective Dispute Resolution of 70 Fleet Street London EC4Y 1EU ("CEDR") for mediation (in the case of a commercial dispute) or expert determination (if a technical one) and such mediation or expert determination shall follow the current CEDR rules. Only if mediation has not been fixed or successfully concluded within 40 days of a reference to CEDR may either party commence litigation, in which case the arbitral language shall be English and if Teconnex seeks judgment only for a money debt it may commence proceedings in any jurisdiction in which the Supplier has its seat.

ANY SPECIAL CONDITIONS OF PURCHASE APPLICABLE TO THIS ORDER SHALL TAKE PRECEDENCE OVER THESE GENERAL TERMS AND CONDITIONS OF PURCHASE