

Autologic Group Purchasing Terms & Conditions

The contract between Autologic Holdings plc or its subsidiary or associate companies (“**Autologic**”) and the Supplier (**the “Agreement”**) consists of the following:

- (a) one or more Orders and any schedules to an Order;
- (b) these Purchasing Terms & Conditions; and
- (c) any documents expressly incorporated into this Agreement or expressly referred to in an Order.

If there is any conflict or inconsistency in any of the above, they shall have the following order of precedence: first, the Order and its schedules, second, these Purchasing Terms & Conditions and third, any documents as set out in paragraph (c) above.

This Agreement constitutes the entire legal and contractual relationship between the parties relating to the subject matter of this Agreement and, except in the case of any fraudulent misrepresentation made by either party in connection with the subject matter of this Agreement, terminates, cancels and supersedes all prior or contemporaneous agreements or representations, written or oral, with respect to this Agreement and its subject matter.

1 Definitions

In this agreement unless the context otherwise requires:

“**Autologic Assets**” means all and any assets that Autologic may from time to time permit the Supplier to use in connection with the Supplies made pursuant to this Agreement.

“**Charges**” means the charges for the supplies.

“**Confidential Information**” means the terms of this Agreement and information disclosed by one party (“**Disclosing Party**”) to the other party (“**Receiving Party**”) to the extent that such information is designated as such by the Disclosing Party in writing or relates to the business affairs, developments, trade secrets, know how, personnel, customers or suppliers of the Disclosing Party or such information that may reasonably be regarded as confidential information of the Disclosing Party.

“**Delivery Date**” means the date for delivery of the Supplies as set out in the Order or agreed between the parties in writing.

“**Installation Date**” means the date upon which the Products were installed, commissioned and capable of being used.

“**Intellectual Property Rights**” means any patents, trade marks, service marks, registered designs, applications for any of the foregoing, copy right, design rights, database rights, know how, processes, applications, trade and business names and any other similar protected rights.

“**Order**” means Autologic’s purchase order document that states (i) the Supplies to be provided by the Supplier, (ii) Autologic’s purchase order number, and (iii) it is subject to these Purchasing Terms & Conditions.

“**Products**” means any equipment, consumables, chemicals, and or Programs supplied by the Supplier whether or not in conjunction with the provision of Services.

“**Product Description**” means the description of the Supplies set out in the applicable Order and the product and/or service description published (including electronically) by the Supplier or manufacturer at the time the Order is placed.

“**Programs**” means any items referred to as programs or software in the Order (including any associated documentation which may be supplied with them).

“**Services**” means any services described in the Order.

“**Supplier**” means the person to whom the Order is addressed and “person” includes partnerships, bodies corporate, corporations, associations and government bodies and/or departments.

“**Supplies**” means the Products and Services described in the Order.

“**Warranty Period**” means the longer of such warranty period offered by the Supplier in the ordinary course of their business to purchasers or customers and in respect of Products twelve months after the Delivery Date or Installation Date as appropriate, and in relation to Services, ninety days after the date of completion of the Services.

References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

Any phrase introduced by the word “including, include or any similar expression shall be construed as illustrative and the words following any such word shall not limit the sense of the words preceding such words. The headings in this Agreement are inserted for convenience and shall not constitute a part of or be referred to in interpreting this Agreement.

2 Supplier’s Obligations and Warranties

2.1 The Supplier shall provide the Supplies in accordance with the terms of this Agreement. An order will be deemed accepted upon receipt by the Supplier along with these Purchasing Terms and Conditions unless the Supplier notifies Autologic of their non-acceptance of the Order within twenty-four hours.

2.2 The Supplier represents and warrants as follows:

- (a) The Supplies will comply with all relevant statutory requirements and all relevant standards issued from time to time by UK and International governmental and quasi governmental bodies and where appropriate those generally recognised standards determined by motor vehicle manufacturers and their trade associations;
- (b) The Supplies will meet any performance criteria and conform in all respects with any Product Description or sample;
- (c) It owns, and is able to provide good title to Autologic, or in the case of Programs is otherwise licensed to provide, the Products which it supplies pursuant to this Agreement;
- (d) All Products will be new, of satisfactory quality, and fit for their intended purpose;
- (e) That no Autologic employee has received any gift, inducement or other benefit from the Supplier or any person connected to the Supplier in order to secure this Agreement for the Supplier;
- (f) That Supplier will comply with all applicable employment and environmental legislation in connection with the Supplies made pursuant to this Agreement;
- (g) All Products supplied are fully compliant with the Restriction of Hazardous Substances Directive 2006 (“**RoHS**”) except for relevant exemptions where they apply and which shall be notified to Autologic in writing by the Supplier. Subject to this any RoHS non-compliant Products may be rejected by Autologic and returned to the Supplier at the Supplier’s cost;
- (h) All Services will be performed diligently, with all reasonable skill and care to at least industry standard by appropriately trained, experienced and qualified personnel and, where applicable, will meet the agreed service levels;
- (i) The Supplier will in connection with the provision of the Services monitor and direct its employees, the processes and materials that they use and their compliance with the terms of this Agreement, and
- (j) In the case of Programs, IT related services or any interface with the Supplier’s systems the Supplier will use its best endeavours to protect Autologic’s IT system from viruses and software routines designed to damage, disable, impair or erase software running on Autologic’s IT system.

To the extent that the breach of any of the Supplier’s warranties results in Autologic or any of Autologic’s customers suffering a loss of profits, loss of revenue, loss of business or opportunity, loss of goodwill or injury to reputation the Supplier undertakes to make good and to compensate Autologic and Autologic’s customers for the loss they have suffered.

2.3. The Supplier will comply with all relevant health and safety legislation. The Supplier will ensure Products that are potentially dangerous to health or safety are delivered in suitable protective

packaging duly labelled to indicate any such hazards and to outline the precautions that should be taken by persons handling the Products. In relation to the provision of Services the Supplier shall take every precaution to ensure that a safe working environment is maintained for the Supplier's and Autologic's employees and others working or present in the immediate vicinity. The Supplier shall be responsible for ensuring that Autologic is aware of all health and safety issues in relation to the Supplies and the precautions that should and will be taken. The Supplier shall be responsible for ensuring that any of its employees or other persons fulfilling the Order who enter Autologic's premises are suitably clothed, issued with appropriate protective clothing and equipment, duly warned of hazards that they may encounter on Autologic's premises and that they adhere to all health and safety at work rules and regulations applicable from time to time.

- 2.4. Where the Supplier provides labour to Autologic or in the provision of the Supplies the Supplier's employees or sub-contractors enter Autologic's premises the Supplier shall comply with all security and related policies notified by Autologic. The Supplier shall only use employees, agents or contractors ("**Personnel**") who are authorised to work for the duration of this Agreement or any Order in the country where the Supplies are being provided. The Supplier shall provide information evidencing such approvals, clearances and right to work at any time on request by Autologic. In the event that Autologic carries out any checks on the Personnel including checks of a security, immigration or work permit nature the Supplier shall secure the consent of the Personnel to the release of the relevant documentation to Autologic.
- 2.5. The Supplier shall comply with the Data Protection Act 1988 and, where processing personal data on Autologic's behalf, shall process such data strictly in accordance with Autologic's instructions and put such operational and technological processes in place to safeguard against any unauthorised access, loss, destruction, theft, use or disclosure of the data. The Supplier shall not delegate or sub-contract any of its data processing obligations to any third party or transfer personal data outside the EEA without the prior written consent of Autologic. Where consent is given and the Supplier transfers personal data outside the EEA pursuant to this Clause, such transfers shall be subject to contractual clauses determined by the European Commission. In addition notwithstanding Clause 15.2, the Supplier shall indemnify Autologic against all costs, expenses, damages, losses, liability or claims incurred by Autologic (including those specified in Clause 15.3) as a result of the Supplier's breach of this Clause 2.5.
- 2.6 The Supplier shall ensure that it has adequate security, business continuity and disaster recovery procedures in place to cope with the risk of major operational disruptions.

3 Delivery

- 3.1. The Supplier shall, at its own expense and during normal business hours (unless Autologic otherwise directs) deliver the Supplies, properly packed and secured (in the case of Products), on the Delivery Date to the place specified in the Order or such other location as may be subsequently agreed in writing. Each package should be clearly marked with the Supplier's name and the delivery address stated on the relevant Order.
- 3.2. The Supplier shall ensure that one copy of an advice note stating the Order number, the number of packages and the method and route of transport accompanies the Supplies and that a further copy is given to any third party carrier.
- 3.3. For Supplies delivered in instalments, the Order shall be construed as a single contract in respect of each instalment. However, where Autologic has the right to reject any particular instalment, it may at its option reject the entire Order or the instalment.
- 3.4. Upon request and reasonable notice from Autologic, Autologic and its customers (or their representatives) may verify at source that the Supplies conform to the requirements of the Order. Such verification shall not absolve the Supplier from any of its responsibilities under this Agreement nor affect Autologic's right to reject the Supplies nor shall it constitute evidence of effective quality control.

4 Timing of Delivery and Performance

- 4.1. The Supplies may not be delivered or performed earlier or later than the Delivery Date without Autologic's permission, otherwise Autologic may reject the Supplies. Time shall be of the essence in relation to this Agreement and each Order pursuant to this Agreement and the delivery of the Supplies.
- 4.2. If the Supplies or any part of thereof are not delivered or performed by the required date Autologic shall be entitled to terminate this Agreement and/or cancel the Order, in each case without cost or

liability, in respect of the Products undelivered or the Services not performed. Where other Supplies (“**Associated Supplies**”) have previously been delivered to or performed for or on behalf of Autologic by the Supplier and, in the reasonable opinion of Autologic, the Associated Supplies cannot be effectively and commercially used by reason of such non-delivery or non-performance of the Supplies then, without prejudice to Clause 7, Autologic shall be entitled to reject the Associated Supplies in writing and claim a full refund for Associated Supplies that have been paid for and no payment shall be due in relation to Associated Supplies which have not been paid for. Where Autologic exercises its option to reject any Associated Supplies, Autologic agrees to return to the Supplier at the Supplier’s expense, any products or other materials which comprise the Associated Supplies as soon as reasonably practicable after it has received a full refund in respect thereof.

5 Title and Risk

- 5.1. Title and risk in the Products shall pass to Autologic upon delivery and Autologic (or their agents) verifying the quantity and visual condition of the Products.
- 5.2. Where Autologic exercises its right to reject Associated Supplies pursuant to Clause 4.2, risk and title therein shall revert to the Supplier upon Autologic notifying the Supplier in writing that it wishes to exercise its right to reject the Associated Supplies.

6 Programs

- 6.1. Where Supplies include Programs, which shall include all or any embedded software, and/or where to the extent that any Intellectual Property subsists in the Supplies, then , subject always to Clause 10.2, the Supplier hereby grants Autologic an irrevocable, non-exclusive licence, with authority to sell or grant sub-licences directly or indirectly to Autologic’s customers, to use and/or to permit third parties to use each copy of such Programs and to make copies as are reasonably necessary to support such licensed use.
- 6.2. Where Supplies are created or modified for Autologic, the Supplier hereby grants Autologic a licence in the terms of Clause 6.1 above (save that such licence shall be exclusive) for the period commencing immediately upon their creation until such time as all Intellectual Property Rights are fully vested in Autologic pursuant to Clause 10.2.
- 6.3. Where the Supplier grants Autologic a periodic licence and the fees are payable on a recurring basis, Autologic shall have the right to terminate the licence in writing on not less than 30 days notice, such notice to take effect at the end of the then current period.

7 Remedies

- 7.1 In relation to the Supplies the Supplier undertakes that:
 - (a) In the case of Products, if within the Warranty Period or a reasonable time thereafter, Autologic gives written notice that the Products are in breach of warranty or the provisions of this Agreement then at Autologic’s option, (i) the Supplier will repair or, at Autologic’s option, replace, the Products so as to remedy the matter constituting the breach without cost to Autologic (including transport costs); or (ii) The Supplier will accept rejection and return of the Products by Autologic, whether or not any of the Products have been accepted, and the Supplier shall immediately upon receipt return any payments made by Autologic in respect of those Products. For the avoidance of doubt, risk in the rejected Products shall immediately revert to the Supplier on rejection and title shall revert to the Supplier when all monies due to Autologic in respect of the rejected Products have been received by Autologic.
 - (b) In the case of Services, if within the Warranty Period or a reasonable time thereafter, Autologic gives written notice that the Services are in breach of warranty or the provisions of this Agreement, the Supplier shall promptly either re-perform the Services or remedy all damage caused by the said breach as Autologic may instruct at no cost to Autologic. Where the Supplier fails to undertake such remedy, Autologic may remedy or have remedied the matter constituting the breach at the cost of the Supplier.
 - (c) In any event, if during the Warranty Period the Supplies are in breach of warranty or in breach of this Agreement, Autologic may at its option, cancel the Order, at no cost or liability to Autologic, and or refuse to accept deliveries and or performance of the Supplies. The Supplier shall immediately refund any charges paid by Autologic in respect of the Supplies.

- 7.2. Without prejudice to Autologic's rights under Clause 7.1, if during the Warranty Period or within 2 years of its expiry, the Supplies develop any persistent defects, failures or non-conformities, the Supplier will, on Autologic's request, review such defects, failures or non-conformities with Autologic and indicate steps or recommendations which in the Supplier's reasonable judgement would remedy the same. Subject to an agreed action plan, the Supplier shall at its own cost rectify the defects, failures, non-conformities and any consequent damage or loss. Where the supplier fails to provide such remedy, Autologic may remedy or have remedied the failure, defect, non-conformity, damage or loss at the Supplier's cost and reject delivery or performance of Supplies until the source of the failures, defects, non-conformities, damage or loss have been cured and the Supplier has settled all claims arising there-from.
- 7.3. Autologic's rights and remedies under Clause 7 are in addition to its other rights and remedies under this Agreement or at law.

8. Payment Terms

- 8.1. The Charges shall be stated in the Order and shall be exclusive of VAT or similar duty but inclusive of all other charges. Unless otherwise agreed in writing, Autologic shall not be liable to make any payments to the Supplier other than the Charges.
- 8.2. Subject to Clauses 8.3 and 8.4, Autologic shall pay each undisputed invoice properly due, issued and submitted to it by the Supplier 60 days after the date of receipt.
- 8.3. The Supplier must be in possession of an approved Order before commencing any supply under this Agreement. The Supplier shall ensure that Autologic's Order number is referenced on any invoice sent to Autologic and acknowledged that without an approved Order number the invoice will be rejected.
- 8.4. All invoices must be submitted within three months of delivery or performance of the Supplies or reimbursable expenses being incurred by the Supplier. Unless previously agreed in writing by Autologic, invoices submitted more than three months after the period to which they refer will be rejected and not processed for payment.
- 8.5. Where all or part of an invoice is disputed:
- (a) The Supplier will issue Autologic with a credit note as soon as reasonably practicable and reissue an invoice in respect of the undisputed amount, which shall be paid in accordance with Clause 8.2; and
 - (b) Upon resolution of the dispute, the Supplier may issue an invoice in respect of the amount that has been agreed that Autologic should pay, which Autologic shall pay within twenty-eight days of receipt of the new invoice or the date on which the payment would otherwise have fallen due under Clause 8.2, whichever is the later.
- 8.6. Autologic may set off sums due from Autologic to the Supplier under any Order (without prejudice to any other rights or remedies) against sums due from the Supplier to Autologic under such Order or any other Order or agreement.

9. Taxes and Certification

- 9.1. The Supplier is responsible for all taxes and duties that are due in the country of origin of the Supplies and for obtaining at its expense any import or export licence or government consents necessary for the provision of the supplies including those required under any import or immigration regulations.
- 9.2. The Supplier shall inform Autologic immediately which of the Supplies, if any, are subject to export control restrictions and shall indemnify Autologic against all losses and expenses incurred by Autologic as a result of the Supplier's failure to inform Autologic accordingly.
- 9.3. The Supplier shall produce all relevant certificates of origin and all other compliance certificates and similar in relation to the Products and the Services and where appropriate the Products will be suitably marked and appropriate notices will be provided by and displayed by the Supplier in the vicinity of where the Services are being undertaken. In the event that the Supplies do not conform with the relevant legislation the Supplier will indemnify Autologic and its customers in respect of all liabilities, losses, costs, claims or other obligations (including legal fees) that any of them may have as a result of the non-compliance of the Supplies.

10. Intellectual Property

- 10.1. The Supplier shall indemnify and hold harmless Autologic and its customers against all and any liabilities, losses, costs, claims or other obligations (including legal fees) that any of them may have as a result of a claim by a third party arising from any infringement, actual or alleged, of any Intellectual Property Rights resulting from the possession, use, licensing, sale or other exploitation of the Supplies.
- 10.2. Where the Supplier generates any Intellectual Property Rights in performing the Services, or creating or customising the Products to Autologic's specification (including without limitation by the creation or customisation of a Program or marketing, technical or training material or the internal or external design of an article), all such Intellectual Property Rights shall vest in Autologic exclusively and in consideration of the Charges the Supplier hereby by way of future assignment with full title guarantee assigns all such rights to Autologic.

11. Dispute Resolution Procedure

- 11.1. Any question or difference which may arise out of or in connection with this Agreement shall in the first instance be referred to the nominated representatives of Autologic and the Supplier for discussion and resolution. If the matter is not resolved within 7 days of such referral, the matter shall be escalated to the CEOs of Autologic and the Supplier (or their equivalent). If the unresolved matter is having a serious impact upon the performance of this Agreement, the parties will use their best endeavours to minimise the escalation time. Neither party may initiate any legal action until the process has been completed, unless such party has reasonable cause to do so to avoid damage to its business or to protect or preserve any right of action it may have, including without limitation to seek injunctive relief in respect of any breach of its Intellectual Property Rights or similar rights.
- 11.2. If the dispute is not resolved by escalation in accordance with Clause 11.1, the parties may seek to resolve disputes between themselves by an alternative dispute resolution technique recommended by the Centre for Dispute Resolution in the UK.

12. Autologic Property

- 12.1. Autologic may at its option make available Autologic Property specified in the Order. The Autologic Property shall be provided by Autologic solely for the purpose of assisting the Supplier in the provision of the Services and the Supplier shall not use the Autologic Property for any other purpose.
- 12.2. The Supplier will use the Autologic Property solely in the manner and for the purpose specified by Autologic and will follow Autologic's instructions concerning their use. Risk in the Autologic Property will pass to the Supplier whilst they are in the Supplier's possession or control during which time the Supplier will at its own expense keep Autologic's Property safe, in good order and insured for their replacement value against fire, theft and other risks. Title to Autologic's Property shall at all times remain with Autologic.
- 12.3. The Supplier will compensate Autologic for the Supplier's failure to use the Autologic Property in accordance with Autologic's or its manufacturer's instructions including but not limited to overloading it or using it with incorrect additives, materials or failing to undertake routine servicing. Such compensation shall include but not be limited to repairing or replacing damaged or broken equipment, the hire of replacement equipment or the shortening of the useful life resulting from such misuse.

13. Termination

- 13.1. If either party: (a) being a company, has a petition presented for its liquidation (other than solely for solvent amalgamation or reconstruction) or has a petition presented for the appointment of an administrator or has a receiver or an administrative receiver appointed over it or any of its assets or makes any voluntary arrangements with its creditors; or (b) being an individual (or if a firm or partnership, any of its partners or members) has a petition presented for his bankruptcy, or has a receiver appointed over his affairs, or makes any voluntary arrangement with his creditors or (in the case of a firm or partnership) proposes or has presented against it a petition for its dissolution; or (c) in either case undergoes any analogous event in any jurisdiction where it is domiciled, then the other party may terminate this Agreement and/or any Order by written notice to the other taking immediate effect.

13.2. Autologic reserves the right to cancel this Agreement or any Order for any reason and without cost or liability (save for Supplies already delivered or performed) by giving written notice with immediate effect unless a notice period has been agreed and is noted on the relevant Order.

13.3. Upon termination of this Agreement or, where relevant, an Order for whatever reason:

- (a) The Supplier will reimburse any sums paid in advance by Autologic for Supplies ordered but not yet delivered as at the date of termination.
- (b) The Supplier and the Supplier's employees shall, if they are working on premises owned, occupied or licensed by Autologic, immediately vacate the said premises removing all of the Supplier's equipment and making good the area of the premises that the Supplier shall have had access to pursuant to providing the Supplies.
- (c) The Supplier will immediately return all of the Autologic Property to Autologic at the Supplier's expense and the Supplier will enable Autologic to inspect the Autologic Property to ascertain its condition. In the event that the Supplier does not return all of the Autologic Property, Autologic shall be entitled to enter the Supplier's premises to recover the Autologic Property at the Supplier's cost.
- (d) The Supplier will immediately return all Confidential Information to Autologic. In the event that the Supplier does not return all of the Confidential Information, Autologic shall be entitled to enter the Supplier's premises to recover the Confidential Information at the Supplier's cost.
- (e) The Supplier will give Autologic all reasonable assistance necessary to facilitate the orderly transfer of Supplies to an alternative supplier including but not limited to where applicable the transfer of work in progress and consumable items used in connection with the provision of the Supplies.

14. Confidentiality

14.1. The Receiving Party undertakes that it will take all necessary precautions to ensure that all Confidential Information is treated as confidential and that it (and any person employed or engaged by it in connection with the Supplies) uses the Confidential Information of the Disclosing Party only for the purposes of this Agreement and shall not disclose any such Confidential Information to any third party without the prior written consent of the Disclosing Party or as set out herein.

14.2. The Receiving Party may disclose Confidential Information pursuant to a duty imposed by law or the requirements of a regulatory authority.

14.3. Confidential Information shall not include, and the obligations contained in this Clause 14 shall not apply, in respect of information:

- (a) Which was in the public domain at the time of disclosure.
- (b) Which, though originally Confidential Information, subsequently falls into the public domain through no fault of the Receiving Party.
- (c) Independently developed by the Receiving Party or its employees or agents where such party can show that it has no access to that information as Confidential Information of the Disclosing Party received under this Agreement.
- (d) Lawfully in the possession of the Receiving Party at the time of receipt which is subsequently lawfully received from a third party not under an obligation of confidentiality to the Disclosing Party in respect of that information.

14.4. Without prejudice to the generality of Clauses 14.3. (a)-(c) above, information shall not be deemed to be in the public domain by reason only that it is known to only a few of those people to whom it might be of commercial interest and a combination of one or more items of Confidential Information with information in the public domain shall not cause such Confidential information to be in the public domain.

14.5. Each Party undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of Clauses 14.1 and 14.2 by its employees, agents, consultants and sub-contractors. The Supplier acknowledges that Autologic may require that the Supplier shall procure undertakings as to confidentiality directly from its employees, agents, consultants and sub-contractors in terms no less onerous than the terms contained in this Clause 14.

14.6. Neither the Supplier nor any person engaged by it whether as an employee, agent, consultant or sub-contractor shall use the Confidential Information for the solicitation of business from Autologic.

14.7. The Supplier shall not advertise or publicly announce its involvement in this Agreement without the prior written consent of Autologic.

15. Limitation of Liability and Insurance

15.1. Notwithstanding anything to the contrary in this Agreement, Autologic's liability to the Supplier for any loss, damage, costs, claims or expenses suffered by the Supplier under or in connection with this Agreement, whether arising from breach of contract, negligence or howsoever, shall be limited as follows:

- (a) In the case of liability arising from death or injury to persons as a result of any act or omission of Autologic which is negligent (as defined by the Unfair Contract Terms Act 1977 section 1) or any fraud on behalf of Autologic or the acts or omissions or frauds of others for whom Autologic is at law responsible, there shall be no limit.
- (b) In respect of any other liability Autologic's aggregate liability shall in no circumstances exceed the Charges for the Supplies in respect of which the claim arises; provided always that Autologic's total aggregate liability for all such claims arising in connection with this Agreement whether in contract, tort (including negligence) or otherwise shall be limited to and in no circumstances exceed £1,000,000.

15.2. The Supplier's liability to Autologic for any loss, damage, costs, claims or expenses suffered by Autologic under or in connection with this Agreement, whether arising from a breach of contract, negligence or howsoever, shall be limited as follows:

- (a) In the case of breach of Clause 2.2 (Supplier Warranties) Clause 2.5 (Data Protection), Clause 10 (Intellectual Property Rights) and Clause 14 (Confidentiality) or liability arising from death or injury to persons as a result of any negligent act or omission of the Supplier, which is negligent (as defined by the Unfair Contract Terms Act 1977 section 1) or of any fraud on the part of the Supplier or the acts or omissions or frauds of others for whom the Supplier is at law responsible, there shall be no limit.
- (b) In respect of any other liability the Supplier's aggregate liability shall in no circumstances exceed three times the Charges paid or payable under this Agreement or £1,000,000, whichever is the greater.

15.3. Subject as otherwise provided herein neither party shall be liable to the other for any consequential losses or indirect losses arising out of or in connection with this Agreement.

15.4. Where the Supplier sends its employees to Autologic's and/or Autologic's customers' premises in connection with this Agreement then, notwithstanding any technical supervision exercised by Autologic, such employees shall remain the Supplier's employees alone. It is an express condition of this Agreement and each Order that the Supplier effects and maintains in force for the benefit of the Supplier and Autologic employer's liability insurance in respect of such employees. Further the Supplier shall effect and maintain for the duration of this Agreement, or if any Order survives its termination, for the duration of the Order, such other insurance as is appropriate in the circumstances taking into account industry practice, the availability of insurance in the market place and the risks and liabilities which it is accepting under this Agreement. The Supplier shall provide Autologic with written evidence of the existence of insurance cover required under this Clause 15 at any time on request, together with evidence that the last premium has been paid and shall notify Autologic in writing of any change in the same.

15.5. The Supplier shall indemnify Autologic against any loss of or damage to Autologic Property and/or Autologic's customers' property caused by the Supplies or by the act or default of the Supplier or its employees, agents or sub-contractors. All risk of loss or theft of or damage to any property of the Supplier or the Supplier's employees, agents or sub-contractors while at Autologic's premises and/or Autologic's customers' premises for any reason whatsoever shall be and remain the sole risk and responsibility of the Supplier.

16. General

16.1. **Force Majeure** Neither party will be liable for delay in or for failure to perform obligations if that delay or failure is caused by circumstances beyond the reasonable control of the party affected including, but not limited to, refusal or revocation of a licence, industrial dispute or impossibility of obtaining materials (a "**Force Majeure Event**") provided that:

- (a) A claim for relief by the Supplier shall not be valid to the extent that a prudent supplier of supplies similar to the Supplies could have foreseen and/or prevented or avoided the Force Majeure Event.

- (b) The affected party's obligations to perform the relevant obligations under this Agreement shall (during the continuation of the Force Majeure Event) be read and construed as an obligation to perform such obligations and to the best level reasonably achievable in the circumstances.
 - (c) An inability to obtain sub-contracted services or supplies shall not constitute a Force Majeure Event except where no substitute of any sort is available.
 - (d) Industrial action, strikes and lock-outs by employees of the Supplier shall not constitute a Force Majeure Event unless affecting the relevant industry on a national basis.
 - (e) If the Supplier is prevented from performing its obligations under an Order by a Force Majeure Event which continues for more than 30 days, Autologic may at its option terminate any affected Order without liability to the Supplier forthwith by giving notice.
- 16.2. **Assignment** The Supplier may not assign, transfer or delegate any of its rights or obligations under this Agreement in whole or in part without the prior written consent of Autologic and any purported assignment or transfer shall be null and void and all acts and omissions by the assignee or transferee are deemed to be those of the Supplier. Assignment, transfer or delegation whether authorised or not, shall not relieve the Supplier of any of its liability or obligations under this Agreement.
- 16.3. **Notices** All notices hereunder shall be in writing addressed to the parties at their respective addresses set forth in the Order or such other addresses as shall from time to time be notified by either party to the other.
- 16.4. **Waiver** No terms or conditions hereof shall be deemed waived and breach or default excused unless such waiver or excuse shall be in writing and signed by the party issuing the same.
- 16.5. **Variations** No variation of this Agreement or any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of both parties.
- 16.6. **Non-solicitation** During the Agreement and for a period of six months after either its termination or the end of the provision of the Supplies (whichever is the later), the Supplier shall not solicit the employment or services of any Autologic employee who has been engaged in connection with the Supplies.
- 16.7. **Severance** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
- 16.8. **Survival** The following clauses shall survive termination of this Agreement: Clauses 2.2 (Supplier Warranties), 10 (Intellectual Property), 14 (Confidentiality), 15 (Limitation of Liability and Insurance), 16.12 (Governing Law and Jurisdiction).
- 16.9. **Relationship of Parties** Nothing in this Agreement shall create a partnership or fiduciary relationship or the relationship of employment between Autologic and the Supplier. The Supplier shall not make any direct or indirect approach to Autologic's customers without Autologic's prior written consent.
- 16.10. **Cumulative Remedies** The rights and remedies of the parties under this Agreement are cumulative and without prejudice and in addition to any rights or remedies at law or in equity.
- 16.11. **Rights of Third Parties** A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 16.12. **Governing Law and Jurisdiction** The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by the laws of England and, without prejudice to Clause 11 (Dispute Resolution Procedure), the parties submit to the exclusive jurisdiction of the English courts. Notwithstanding the other provisions of this Agreement, Autologic shall be entitled to bring an action in any jurisdiction where this relates to the protection of its Intellectual Property Rights or other rights, or those of its licensors or customers.