

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, unless the context requires otherwise:

Agreement means the contract between HPLC and the Supplier for the supply of Goods and/or Services, including the applicable Purchase Order or Order, these Terms, the Supplier Code of Conduct, the Supplier's onboarding documentation and any written agreement or scope document issued or approved by HPLC.

Applicable Laws means all applicable laws, statutes, regulations, regulatory guidance, codes of practice and industry requirements relevant to the Goods, Services, Supplier or Agreement.

Business Day means a day other than a Saturday, Sunday or public holiday in England.

Charges means the charges payable for the Goods and/or Services as set out in the Purchase Order or Order or otherwise agreed in writing by HPLC.

Customer means any customer, client, principal contractor, employer, project owner, prospective customer or other third party for whom HPLC provides, may provide or seeks to provide goods or services.

Deliverables means any goods, documents, records, reports, advice, materials, outputs, data, training records, certificates or other items to be provided as part of the Services.

Goods means the goods, products, materials, equipment or other items supplied or to be supplied by the Supplier.

HPLC Materials means any materials, information, property, equipment, systems, documents, data or access provided by or on behalf of HPLC.

HPLC Policies means HPLC policies, procedures, codes, site rules, project requirements and standards notified or made available to the Supplier from time to time.

Purchase Order or Order means a purchase order, written instruction, email instruction, verbal instruction, approved system request, signed agreement or other authorised request by HPLC for Goods and/or Services.

Services means the services, works, advice, support or other activities supplied or to be supplied by the Supplier.

Subcontract Works means construction, installation, site-based works, works package delivery, subcontracted works, or other project works to be carried out by a Supplier as subcontractor under an Order, Purchase Order, scope, specification or other written instruction issued or approved by HPLC.

Supplier means the person, company or organisation supplying Goods and/or Services to HPLC.

Supplier Code of Conduct means HPLC's Supplier Code of Conduct as amended, replaced, notified or made available to the Supplier from time to time.

Terms means these Terms and Conditions for the Supply of Goods and Services.

1.2 References to HPLC include Hercules PLC and any HPLC group company purchasing Goods and/or Services under the Agreement.

2. BASIS OF PURCHASE AND ACCEPTANCE

2.1 These Terms apply to all purchases of Goods and/or Services by HPLC unless HPLC has expressly agreed alternative terms in writing.

2.2 The Supplier is deemed to accept these Terms by completing or submitting HPLC onboarding documentation, accepting an Order, supplying Goods and/or Services, or submitting an invoice to HPLC.

2.3 An Order is an offer by HPLC to purchase Goods and/or Services from the Supplier on these Terms. The Order is accepted on the earlier of the Supplier accepting it in writing, taking any step to fulfil it, supplying any Goods and/or Services, or submitting an invoice relating to it.

2.4 The Supplier's own terms and conditions, or any terms included in a quotation, tender, delivery note, invoice, acknowledgement, email or other document issued by the Supplier, do not apply unless HPLC expressly agrees them in writing.

2.5 Completion of HPLC onboarding or inclusion on an approved supplier list does not oblige HPLC to purchase any Goods and/or Services from the Supplier.

3. ONBOARDING, APPROVAL AND SUPPLIER INFORMATION

3.1 The Supplier must complete HPLC's onboarding process and provide all information and documentation reasonably requested before supplying Goods and/or Services, unless HPLC gives written approval for a different arrangement.

3.2 The Supplier must ensure that all information provided to HPLC is complete, accurate and not misleading. The Supplier must promptly notify HPLC of any material change to its ownership, control, bank details, tax status, insurance, accreditations, licences, financial standing, conflicts of interest or ability to supply the Goods and/or Services.

3.3 HPLC may request further information, carry out checks or due diligence, or conduct an audit at any time where it considers this relevant to the Supplier, the Goods, the Services, payment, legal compliance, customer requirements or risk management.

3.4 HPLC may reject, suspend or remove a Supplier from its approved supplier list where the Supplier fails to provide required information, provides false or misleading information, fails to meet HPLC requirements, or creates an unacceptable legal, financial, operational, ethical or reputational risk.

4. CONTRACT DOCUMENTS AND PRECEDENCE

4.1 The Agreement comprises the applicable Purchase Order or Order, these Terms, the Supplier Code of Conduct, the Supplier's onboarding documentation, any applicable Subcontract Terms, and any written agreement, scope or specification issued or approved by HPLC for the relevant Goods and/or Services.

4.2 If there is any conflict between the documents forming the Agreement, the following order of precedence applies unless HPLC expressly states otherwise in writing:

- any written agreement, scope, special condition or specification signed or approved by HPLC for the relevant Goods and/or Services
- the Purchase Order or Order, but only in relation to the specific Goods and/or Services ordered, Charges, quantities, delivery requirements, dates, project-specific requirements and other commercial details
- these Terms
- the Supplier Code of Conduct
- the Supplier's onboarding documentation

4.3 No variation to the Agreement is valid unless agreed in writing by HPLC.

5. TERM

5.1 This Agreement will take effect on the date the Supplier accepts these Terms, accepts an Order, completes onboarding, begins supplying Goods and/or Services, or submits an invoice to HPLC, whichever occurs first.

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- 5.2 The Agreement will continue until the Supplier has fulfilled all obligations relating to the relevant Goods and/or Services, unless terminated earlier in accordance with these Terms or any applicable Order, written agreement, scope or specification. Where the Supplier is approved for ongoing or intermittent supply, including where the Supplier remains on HPLC's approved supplier list, these Terms will continue to apply to each Order placed with the Supplier unless terminated or replaced by HPLC in writing.
- 5.3 Termination or expiry will not affect any rights, remedies or obligations which have accrued before termination or expiry.

6. SUPPLY OF GOODS

- 6.1 The Supplier must ensure that all Goods:
- conform with the Purchase Order or Order, any agreed specification, any sample and any description provided by the Supplier
 - are of satisfactory quality, fit for their intended purpose, free from defects in design, materials and workmanship, and comply with all Applicable Laws
 - are properly packaged, labelled, handled, stored and delivered
 - are supplied with all necessary instructions, safety information, certificates, warranties, test records and compliance documentation
 - do not infringe any third-party rights
- 6.2 The Supplier must not substitute, vary or deliver alternative Goods without HPLC's prior written approval.
- 6.3 HPLC may inspect, test, reject or require replacement of any Goods which do not comply with the Agreement. Inspection, payment or use of Goods by HPLC does not waive any rights or remedies.
- 6.4 The Supplier must promptly notify HPLC of any delay, obstacle, defect, non-compliance or other matter which may affect its ability to provide the Goods in accordance with the Agreement.
- 6.5 The Supplier must deliver Goods in accordance with the Order, agreed delivery requirements, site requirements and any reasonable instructions issued by HPLC. Time is of the essence for any delivery date, delivery rate, programme or performance date stated in the Order or otherwise agreed by HPLC.
- 6.6 Each delivery must be accompanied by appropriate delivery documentation, including the Order reference where applicable, delivery date, Supplier details, description and quantity of Goods, any relevant batch or serial numbers, special handling or storage requirements, safety information and any certificates or compliance documentation reasonably required by HPLC.
- 6.7 The Supplier must not deliver Goods by instalments unless HPLC has agreed this in advance. Where instalment deliveries are agreed, each instalment must comply with the Agreement. Failure to deliver any instalment on time, in full or in accordance with the Agreement will entitle HPLC to exercise any available rights or remedies in relation to that instalment and/or the wider Order.
- 6.8 HPLC is not required to accept or pay for any Goods supplied in excess of the quantity ordered or agreed. HPLC may reject or return excess Goods at the Supplier's cost and risk unless HPLC agrees otherwise in writing.
- 6.9 Where an Order is issued as a bulk, framework or call-off arrangement, any stated quantity, value or volume is an estimate only unless expressly confirmed as a binding commitment by HPLC in writing. HPLC is not obliged to order or accept Goods and/or Services up to the estimated quantity, value or volume.
- 6.10 The Supplier must give reasonable notice of intended deliveries where required by HPLC, the Order, site rules or project requirements. HPLC may require delivery information in advance, including vehicle details, driver details, delivery time, unloading requirements, abnormal load details, handling requirements and any relevant method statement or risk information.
- 6.11 Deliveries must be made during the receiving hours and to the delivery location notified by HPLC. The Supplier is responsible for ensuring that Goods are properly packed, secured, labelled and capable of being unloaded safely and efficiently.
- 6.12 All Goods remain subject to inspection, verification and acceptance by HPLC after delivery. Signature of a delivery note, receipt of Goods, use of Goods, inspection or payment does not constitute final acceptance and does not waive HPLC's rights or remedies.
- 6.13 Waiting time, failed delivery, redelivery, storage, additional handling or similar charges are not payable unless agreed in writing by HPLC at the time the relevant issue occurs.
- 6.14 Risk in the Goods remains with the Supplier until the Goods have been delivered to, and accepted at, the delivery location stated in the Order or otherwise agreed by HPLC. Title to the Goods passes to HPLC on the earlier of delivery or payment, unless otherwise agreed in writing.

7. SUPPLY OF SERVICES

- 7.1 The Supplier must provide the Services:
- with reasonable skill, care and diligence and in accordance with good industry practice
 - using suitably skilled, competent, trained and experienced personnel
 - in accordance with the Purchase Order or Order, any agreed specification, scope, service standard, timetable, milestone, project requirement or HPLC instruction
 - in compliance with Applicable Laws, HPLC Policies and any Customer or site requirements notified to the Supplier
 - so that the Services and Deliverables are complete, accurate, properly documented and fit for the purpose made known to the Supplier
- 7.2 The Supplier must promptly notify HPLC of any delay, obstacle, defect, non-compliance or other matter which may affect its ability to provide the Services in accordance with the Agreement.
- 7.3 The Supplier has no authority to bind HPLC, commit HPLC to expenditure, make representations on behalf of HPLC, or act as HPLC's agent unless expressly authorised in writing by HPLC.

8. HPLC MATERIALS AND PROPERTY

- 8.1 The Supplier must keep all HPLC Materials in safe custody, use them only for the purposes of the Agreement and in accordance with HPLC's instructions, and protect them from loss, damage, misuse, unauthorised access or disclosure.
- 8.2 The Supplier must not copy, transfer, disclose, dispose of, alter or use HPLC Materials for any purpose not authorised by HPLC. HPLC Materials remain the property of HPLC and must be returned, deleted or securely destroyed when requested by HPLC or on termination or expiry of the Agreement, unless retention is required by law.

9. PERSONNEL, SUBCONTRACTING AND DELEGATION

- 9.1 The Supplier must not subcontract, assign, delegate or otherwise transfer any part of the Goods and/or Services without HPLC's prior written approval.
- 9.2 Where HPLC approves any subcontractor, delegate or third party, the Supplier remains fully responsible for their acts, omissions, compliance and performance as if they were the Supplier's own.

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- 9.3 HPLC may require details of any person or organisation involved in supplying the Goods and/or Services, including their role, competence, relationship with the Supplier and compliance status where relevant to the Goods and/or Services.
- 9.4 HPLC may refuse or withdraw approval for any personnel, subcontractor, delegate or third party where HPLC reasonably considers that this is necessary for legal, regulatory, customer, operational, ethical, quality, security, health and safety, reputational or risk management reasons.

10. CHARGES, ORDERS AND EXPENSES

- 10.1 Charges are fixed unless otherwise agreed in writing by HPLC. The Supplier is not entitled to any additional charges, uplift, expenses, disbursements, waiting time, travel, accommodation, materials, equipment, packaging, insurance, carriage or other costs unless expressly agreed in writing by HPLC before they are incurred.
- 10.2 HPLC is not liable to pay for Goods and/or Services supplied without a valid Purchase Order, written authorisation, verbal instruction or other authorised request from a HPLC representative, unless HPLC expressly agrees otherwise in writing.
- 10.3 Expenses are not payable unless agreed in writing by HPLC before they are incurred and supported by receipts or other evidence reasonably required by HPLC.

11. INVOICES, SUPPORTING EVIDENCE AND PAYMENT

- 11.1 HPLC will pay undisputed Charges validly due for Goods and/or Services properly supplied in accordance with the Agreement and supported by a valid invoice and appropriate evidence of delivery.
- 11.2 A valid invoice must include all information reasonably required by HPLC, including the Purchase Order or Order number where applicable, Supplier name, Supplier bank details, invoice number, invoice date, description of the Goods and/or Services, relevant quantities, dates, rates, project or business area, VAT details where applicable and any supporting evidence reasonably required.
- 11.3 Supporting evidence may include, depending on the Goods and/or Services supplied, delivery notes, goods received records, timesheets, service records, work records, training records, certificates, reports, outputs, meeting notes, project details, milestone evidence, customer or site confirmations, photographs, signed approvals or other records reasonably required to verify delivery, value and compliance.
- 11.4 Invoices must be raised only by the approved Supplier, and payment will only be made to the approved Supplier's verified bank account. HPLC is not required to pay any invoice raised by, or make payment to, any individual, nominee, associate, connected third party, subcontractor, unrelated company or alternative bank account unless expressly approved in writing by HPLC before the invoice is submitted or payment is made.
- 11.5 HPLC may delay, withhold, reject or dispute payment where an invoice is inaccurate, incomplete, unsupported, inconsistent with the Agreement, submitted by or payable to an unapproved party, under review, or where HPLC has a reasonable concern about delivery, value, compliance, conflicts of interest, payment route, fraud, bribery, tax evasion, modern slavery, data security or other misconduct.
- 11.6 Unless otherwise stated in the Order or agreed in writing by HPLC, payment will be made within 30 days from the end of the month in which HPLC receives a valid and undisputed invoice.
- 11.7 Payment in full or in part does not constitute acceptance of Goods and/or Services and does not prevent HPLC from exercising any rights or remedies.

12. SET-OFF AND OVERPAYMENTS

- 12.1 HPLC may set off any amount owed by the Supplier to HPLC against any amount payable by HPLC to the Supplier, whether under the Agreement or any other agreement between HPLC and the Supplier.
- 12.2 If HPLC makes any overpayment or payment in error, the Supplier must repay the amount promptly on request. HPLC may recover the amount as a debt or by set-off against future payments.

13. RECORDS, AUDIT AND COOPERATION

- 13.1 The Supplier must keep complete, accurate and up-to-date records relating to the Goods and/or Services, invoices, payments, supporting evidence, subcontractors, personnel, compliance, conflicts of interest, insurance, licences, accreditations and any other matter relevant to the Agreement.
- 13.2 The Supplier must retain records relating to the Agreement for at least six years after the later of final delivery, final payment, termination or expiry, unless a longer period is required by law or notified by HPLC.
- 13.3 HPLC may, from time to time as it considers reasonably necessary and having regard to the nature of the Supplier, Goods and/or Services, audit or review the Supplier's compliance with the Agreement, HPLC Policies, Applicable Laws and any Customer requirements.
- 13.4 The Supplier must provide HPLC, its auditors, advisers or authorised representatives with reasonable access to relevant records, personnel, systems, premises and information for audit, assurance, investigation, dispute resolution, customer assurance, regulatory, legal, financial, operational or compliance purposes.
- 13.5 HPLC will normally give reasonable notice of an audit or review. HPLC may require urgent access or information without notice where it reasonably suspects fraud, bribery, tax evasion, modern slavery, data breach, health and safety risk, serious legal or regulatory breach, material contract breach, false information, unauthorised payment route or other serious concern.
- 13.6 The Supplier must respond to reasonable requests for information, records or supporting evidence within the timeframe requested by HPLC, or, where no timeframe is specified, within 3 working days where reasonably practicable.
- 13.7 The Supplier must provide reasonable assistance and information where required to support HPLC's obligations to any Customer, regulator, auditor, public authority, contracting authority or other competent body in relation to the Goods and/or Services.
- 13.8 Where HPLC or any Customer is required by law, contract, regulation, audit, assurance process or public-sector disclosure requirement to provide information relating to the Supplier, Goods, Services, Agreement or supporting records, the Supplier must provide reasonable cooperation. HPLC will, where reasonably practicable and legally permitted, consult the Supplier before disclosing Supplier confidential information.

14. COMPLIANCE WITH LAWS AND POLICIES

- 14.1 The Supplier must comply with all Applicable Laws, HPLC Policies, the Supplier Code of Conduct and any Customer or site requirements notified or made available to the Supplier.
- 14.2 The Supplier must not do or omit to do anything which may cause HPLC to breach any Applicable Law, Customer requirement, licence, authority, consent, permission or contractual obligation.

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- 14.3 The Supplier must notify HPLC without delay if it becomes aware of any actual or suspected breach of Applicable Laws, HPLC Policies, the Supplier Code of Conduct or the Agreement.
- 14.4 The Supplier must ensure that its employees, workers, subcontractors, agents, representatives and other persons involved in supplying the Goods and/or Services comply with the Supplier's obligations under this clause.

15. ANTI-BRIBERY, FRAUD, TAX EVASION AND IMPROPER INFLUENCE

- 15.1 The Supplier must comply with all applicable anti-bribery, anti-corruption, fraud, tax evasion, money laundering, sanctions and economic crime laws and requirements, including the Bribery Act 2010 and the Criminal Finances Act 2017.
- 15.2 The Supplier must not, directly or indirectly, offer, promise, give, request, accept, receive, authorise or facilitate any bribe, facilitation payment, kickback, improper payment, improper advantage, reward, inducement, gift, hospitality or other benefit connected with HPLC, any Customer, any supplier, any procurement process, any tender, any contract award, any payment, any approval, any project or any commercial decision.
- 15.3 The Supplier must ensure that all accounts, invoices, records, reports, claims and supporting information submitted to HPLC are complete, accurate, not misleading and not created, amended or submitted to conceal improper conduct or unsupported charges.
- 15.4 The Supplier must not represent that it, or any person connected with it, can improperly influence any procurement, tender, contract award, payment, approval, project, customer or commercial decision.
- 15.5 The Supplier must report to HPLC without delay any actual or suspected bribery, fraud, tax evasion, improper influence, false invoice, false record, payment-route concern or other financial or ethical misconduct connected with the Goods and/or Services.

16. CONFLICTS OF INTEREST AND FAIR COMPETITION

- 16.1 The Supplier must declare to HPLC any actual, potential or perceived conflict of interest before supplying Goods and/or Services and as soon as it becomes aware of any new or changed conflict during the Agreement.
- 16.2 Conflicts of interest include any personal, financial, business, employment or other relationship with HPLC, any HPLC employee, any Customer or prospective Customer, any supplier, any competitor, or any person involved in procurement, tendering, contract award, payment approval or project governance.
- 16.3 The Supplier must provide reasonable assistance where HPLC is required to disclose, assess, manage, record or monitor any actual, potential or perceived conflict of interest connected with the Goods and/or Services.
- 16.4 The Supplier must comply with competition law and must not engage in bid rigging, price fixing, market sharing, customer allocation, collusion, exchange of competitively sensitive information or any other anti-competitive conduct.

17. MODERN SLAVERY AND LABOUR STANDARDS

- 17.1 The Supplier represents and warrants that neither it nor, so far as it is aware, any of its officers, employees, workers, subcontractors, agents or other persons associated with it has been convicted of, or is subject to investigation or enforcement action relating to, slavery, human trafficking, forced labour or worker exploitation.
- 17.2 The Supplier must comply with the Modern Slavery Act 2015, all applicable labour laws and HPLC's Modern Slavery Policy. The Supplier must implement appropriate due diligence in its own operations and supply chain to prevent slavery, human trafficking, forced labour and worker exploitation.
- 17.3 The Supplier must ensure that no recruitment fees or related costs are charged to workers, directly or indirectly, in whole or in part, where this would breach Applicable Laws, HPLC Policies or the Supplier Code of Conduct.
- 17.4 The Supplier must notify HPLC without delay of any actual or suspected modern slavery, labour exploitation or illegal working concern connected with the Goods and/or Services or the Supplier's supply chain.

18. HEALTH, SAFETY, ENVIRONMENT AND QUALITY

- 18.1 The Supplier must comply with all applicable health, safety, environmental and quality laws, HPLC Policies, site rules, Customer requirements and agreed specifications.
- 18.2 The Supplier must ensure that all personnel involved in supplying Goods and/or Services are competent, trained, properly supervised and provided with suitable equipment, information and controls.
- 18.3 The Supplier must report to HPLC without delay any health, safety, environmental, quality or security incident connected with the Goods and/or Services.
- 18.4 HPLC may stop, suspend or reject any Goods and/or Services where it considers there is a health, safety, environmental, quality, security, legal, operational or compliance concern.

19. DATA SECURITY AND DATA PROTECTION

- 19.1 The Supplier must comply with all applicable data protection and information security laws and requirements, including the UK GDPR and Data Protection Act 2018, when processing any personal data or HPLC data.
- 19.2 Where the Supplier processes personal data on behalf of HPLC, the Supplier will process that personal data only on HPLC's documented instructions, keep it secure, ensure appropriate technical and organisational measures are in place, and not transfer it outside the United Kingdom or appoint a sub-processor without HPLC's prior written approval unless permitted by Applicable Laws and agreed with HPLC.
- 19.3 The Supplier must notify HPLC without undue delay, and where reasonably practicable within 24 hours, after becoming aware of any actual or suspected personal data breach, cyber incident, unauthorised access, loss of data, corruption of data or security incident affecting HPLC data or systems.
- 19.4 The Supplier must provide reasonable assistance to HPLC in relation to data subject requests, security incidents, impact assessments, regulatory enquiries, audits and any other data protection or information security obligation connected with the Agreement.

20. CONFIDENTIALITY

- 20.1 The Supplier must keep confidential all confidential information obtained from or relating to HPLC, its Customers, suppliers, workers, employees, projects, systems, finances, tenders, pricing, operations, business plans or affairs.
- 20.2 The Supplier must not use or disclose confidential information except to the extent necessary to perform the Agreement, as authorised in writing by HPLC, or as required by law.
- 20.3 The confidentiality obligations continue after termination or expiry of the Agreement.

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21. INTELLECTUAL PROPERTY

- 21.1 All intellectual property rights belonging to either party before the Agreement remain the property of that party.
- 21.2 All intellectual property rights in Deliverables created specifically for HPLC as part of the Services will vest in HPLC on creation unless otherwise agreed in writing. The Supplier assigns to HPLC all such rights to the fullest extent permitted by law.
- 21.3 The Supplier must ensure that HPLC is entitled to use the Goods, Services and Deliverables for the purposes for which they were supplied without infringing third-party rights.

22. INSURANCE

- 22.1 The Supplier must maintain insurance cover appropriate to the nature, value and risk of the Goods and/or Services throughout the Agreement and for any further period required by Applicable Laws or reasonably required by HPLC.
- 22.2 Insurance cover must be with reputable insurers and must include, where relevant, public liability, employers' liability, product liability, professional indemnity, cyber or other insurance appropriate to the Goods and/or Services.
- 22.3 The Supplier must provide evidence of insurance on request and must notify HPLC without delay if insurance cover is cancelled, reduced, allowed to lapse, materially changed or may not respond to a relevant claim.

23. INDEMNITIES

- 23.1 The Supplier must indemnify HPLC on demand against all losses, liabilities, costs, claims, damages, fines, penalties and expenses, including reasonable legal costs, arising out of or in connection with:
- a) any breach of the Agreement by the Supplier or any person for whom the Supplier is responsible
 - b) any negligent, reckless, wilful or unlawful act or omission by the Supplier or any person for whom the Supplier is responsible
 - c) any claim that the Goods, Services or Deliverables infringe a third party's rights
 - d) defective Goods, defective Services, defective workmanship, defective materials or failure to meet agreed specifications
 - e) death, personal injury or damage to property caused by the Supplier or any person for whom the Supplier is responsible
 - f) any breach of data protection, confidentiality, anti-bribery, fraud, tax evasion, modern slavery, competition, health and safety, environmental or other legal or regulatory obligation
 - g) any claim, loss or liability arising from an approved or unauthorised subcontractor, delegate, agent, representative or third party used by the Supplier
- 23.2 The indemnities in this clause survive termination or expiry of the Agreement.

24. LIMITATION OF LIABILITY

- 24.1 Nothing in the Agreement limits or excludes either party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, deliberate default, wilful misconduct, breach of confidentiality, breach of data protection obligations, infringement of intellectual property rights, payment obligations, regulatory fines or penalties where liability cannot lawfully be limited, or any liability which cannot be limited or excluded by law.
- 24.2 Subject to clause 24.1, HPLC's total aggregate liability under or in connection with the Agreement, whether in contract, tort, negligence, breach of statutory duty or otherwise, will not exceed the total Charges paid or payable by HPLC to the Supplier under the relevant Order or Agreement giving rise to the claim.
- 24.3 Subject to clause 24.1, HPLC will not be liable for loss of profit, loss of revenue, loss of business, loss of opportunity, loss of goodwill, indirect loss or consequential loss.
- 24.4 The Supplier's liability under clauses 19, 20, 21 and 23 is not limited by this clause.

25. REMEDIES

- 25.1 If the Supplier fails to supply Goods and/or Services in accordance with the Agreement, HPLC may, without limiting any other right or remedy:
- a) terminate the Agreement or relevant Order immediately
 - b) reject the Goods and/or Services in whole or in part
 - c) require the Supplier to repair, replace, reperform or remedy the Goods and/or Services at the Supplier's cost
 - d) recover from the Supplier any costs incurred in obtaining substitute goods or services
 - e) require a refund of any sums paid for rejected, defective, incomplete, unsupported or non-compliant Goods and/or Services
 - f) withhold, delay or dispute payment
 - g) claim damages, losses, costs and expenses
- 25.2 HPLC's rights and remedies are cumulative and are not exclusive of any rights or remedies available by law.

26. SUSPENSION AND TERMINATION

- 26.1 HPLC may suspend the Agreement, any Order, delivery, performance, access to site or systems, or payment where HPLC reasonably considers this necessary for operational, legal, regulatory, customer, financial, compliance, quality, health and safety, security, data protection, ethical, reputational or risk management reasons.
- 26.2 HPLC may terminate the Agreement or any Order immediately by written notice if the Supplier:
- a) breaches the Agreement, HPLC Policies or the Supplier Code of Conduct
 - b) provides false, misleading, incomplete or unsupported information
 - c) fails to supply Goods and/or Services in accordance with the Agreement
 - d) fails to provide adequate evidence of delivery, compliance, invoice validity, payment route, insurance, licences, conflicts of interest or other required information
 - e) uses an unauthorised subcontractor, delegate, individual, payment route or bank account
 - f) fails to declare or assist HPLC in managing an actual, potential or perceived conflict of interest
 - g) is involved in, or HPLC reasonably suspects involvement in, fraud, bribery, tax evasion, modern slavery, data breach, anti-competitive conduct, false invoicing, improper influence or other misconduct
 - h) becomes insolvent, unable to pay its debts, subject to administration, liquidation, receivership, winding-up, dissolution or any similar process
 - i) creates an unacceptable legal, regulatory, financial, operational, ethical or reputational risk to HPLC

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- 26.3 On termination, HPLC will only be liable to pay undisputed Charges for Goods and/or Services properly supplied before termination and supported by valid invoices and appropriate evidence, unless the Agreement states otherwise.
- 26.4 Termination or expiry does not affect rights, remedies or obligations accrued before termination or expiry. Clauses intended to survive termination or expiry will continue in force.
- 26.5 On termination or expiry, the Supplier must return or, where instructed by HPLC and legally permitted, delete all HPLC Materials, confidential information, HPLC data, records and property in its possession or control.

27. FORCE MAJEURE

- 27.1 Neither party will be liable for delay or failure to perform its obligations to the extent caused by circumstances beyond its reasonable control, provided that the affected party promptly notifies the other party, takes reasonable steps to mitigate the impact and resumes performance as soon as reasonably practicable.
- 27.2 Force majeure does not relieve the Supplier from obligations relating to confidentiality, data protection, payment-route controls, anti-bribery, fraud, modern slavery, records, audit cooperation or compliance with law.

28. PUBLICITY, COMMUNICATIONS AND USE OF NAME

- 28.1 The Supplier must not make any public or private announcement, press release, case study, social media post, marketing communication, reference, endorsement or other communication concerning HPLC, the Agreement, the Goods and/or Services, any Customer, any project or the parties' relationship without HPLC's prior written approval.
- 28.2 The Supplier must not use HPLC's name, logo, trademarks, branding, project names, Customer names or other identifiers without HPLC's prior written approval.

29. NOTICES

- 29.1 Any notice under the Agreement must be in writing and sent to the address or email address provided in the Purchase Order or Order, onboarding documentation or otherwise notified in writing by the relevant party.
- 29.2 Notices sent by email are deemed received when sent, provided that no delivery failure notification is received. Notices sent by post are deemed received two Business Days after posting within the United Kingdom.

30. THIRD PARTY RIGHTS

- 30.1 Except where the Agreement expressly states otherwise, no person other than HPLC and the Supplier has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

31. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

- 31.1 The parties will seek to resolve disputes promptly and in good faith through appropriate operational and senior management escalation where practicable.
- 31.2 The Agreement and any dispute or claim arising out of or in connection with it, including any non-contractual dispute or claim, will be governed by the law of England and Wales.
- 31.3 The courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement.

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