

## **Bristol Airport Terms and Conditions of Purchase**

### **1 DEFINITIONS**

In the Contract, the following expressions (in addition to the definitions set out in the Contract Details) shall have the following meanings:

- 1.1 **"We", "us", "our" and "Purchaser"** means the Bristol Airport entity set out in the Contract Details or Purchase Order.
- 1.2 **"You", "your" and "Supplier"** means a person or other legal entity which supplies the Goods and/or Services as specified in the Contract.
- 1.3 **"Applicable Law"** means all laws, statutes, regulations, orders, rules, guidance, directions, judgments, directives, industry agreements or determinations in force from time to time applicable to a party and relevant to this Contract.
- 1.4 **"Airside"** means aircraft movement area of the Airport that has restricted access. This includes aprons, taxiways and runways.
- 1.5 **"Background IPR"** means any Intellectual Property Rights that are: (a) in existence at the Start Date and not created by or on behalf of a party in contemplation of this Contract; or (b) created after the Start Date other than in the course of providing the Goods and/or Services or performing the parties' obligations under this Contract, and all Intellectual Property Rights in Purchaser Materials are, or shall be deemed to be, Purchaser's Background IPR.
- 1.6 **"Business Day"** means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- 1.7 **"Confidential Information"** means all information (including technical or other information), however recorded, that is communicated, imparted or otherwise disclosed by a party to the other, or otherwise obtained by the recipient, which: (a) is identified as being confidential at the time that it is communicated, imparted or disclosed to, the other or otherwise obtained by, the recipient; or (b) a reasonable person in the position of the recipient would understand to be confidential due to the nature, type or presentation of the information. The Purchaser Materials and any Purchaser Personal Data shall be deemed to be the Confidential Information of the Purchaser;
- 1.8 **"Contract"** means these Terms, the Contract Details (or Purchase Order as applicable), and any Schedules specified in the Contract Details.
- 1.9 **"Contract Details"** means the contract details signed between the parties which incorporate these Terms (including any schedules referred to in such contract details).
- 1.10 **"Data Protection Laws"** means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of personal data including: (i) EU Regulation 2016/679 ("GDPR"); (ii) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR (including, in the UK, the Data Protection Act 2018 ("DPA") and the applied GDPR as defined in the DPA; and (iii) any laws and regulations implementing or made pursuant to EU Directive 2002/58/EC (as amended by 2009/136/EC) (including, in the UK, the Privacy and Electronic Communications (EC Directive) Regulations 2003); in each case, as updated, amended or replaced from time to time; and the terms **"Data Subject"**, **"Personal Data"**, **"processing"**, **"processor"** and **"controller"** shall have the meanings set out in the DPA.
- 1.11 **"Dispute"** means any dispute, difference or question of interpretation arising out of or in connection with this Contract (including any dispute regarding pre-contractual negotiations, the existence, validity or termination of this Contract or the consequences of non-existence or invalidity of this Contract) whether contractual or non-contractual.
- 1.12 **"End of Life"** means the date on which Goods and/or Services are completely phased out and no longer supported.
- 1.13 **"End of Sale"** means the date after which Goods and/or Services are no longer available for purchase.
- 1.14 **"Force Majeure Event"** means an event beyond the reasonable control of a party including but not limited to a strike, lock out or other form of industrial action except in relation to a party's own workforce, outbreak of hostilities, riot, civil disturbance or acts of terrorism; fire, explosion or flood; or theft and malicious damage, but excluding any event attributable to a wilful act or omission, or any failure to take reasonable precautions, by that party or any failure to take reasonable steps to overcome the event.
- 1.15 **"Goods"** means any goods which you supply to us under the Contract.
- 1.16 **"Intellectual Property Rights"** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks 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, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1.17 **"Packaging"** means any type of packaging including bags, cases, drums, pallets and other containers.
- 1.18 **"Price"** means the price for Goods and/or Services set out in Schedule 1, the Pricing Schedule.
- 1.19 **"Purchase Order"** means an order for the supply of Goods and/or Services signed between the parties referring to these Terms.
- 1.20 **"Purchaser Affiliate"** means in relation to the Purchaser, the Purchaser, and any parent company (as defined in section 1173 Companies Act 2006) and any holding company and any subsidiary (such terms as defined in section 1159 Companies Act 2006) and any subsidiary undertaking (as defined in section 1162 Companies Act 2006) or trading division of that party, each from time to time.
- 1.21 **"Purchaser Materials"** has the meaning set out in clause 14.4.
- 1.22 **"Services"** means any works or services which you supply to us under the Contract.
- 1.23 **"Terms"** means these terms and conditions of purchase.

### **2 THE CONTRACT**

- 2.1 You agree to sell and supply, and we agree to purchase, the Goods and/or Services (as the case may be) as specified in the Contract Details or Purchase Order as applicable. The Contract Details or Purchase Order constitutes an offer by us to purchase the Goods and/or Services subject to these Terms.
- 2.2 The purchase of the Goods and/or Services is made on a non-exclusive basis. Nothing in this Contract shall prevent us from purchasing identical or similar goods or services from a third party.
- 2.3 In the Contract (except where the context indicates otherwise):
  - a) Reference to any Law is to the Law as amended, modified or replaced from time to time.

- b) Reference to a Clause is to a clause of these Bristol Airport Terms and Conditions of Purchase.
- c) in the event of any conflict or inconsistency between the parts of this Contract, the following order of precedence shall apply: any applicable Special Terms set out in Schedule 5, these Terms, any terms expressed in the Contract Details or Purchase Order, then all other terms in the Schedules.

2.4 The Contract will not include any of your conditions of sale or supply of services notwithstanding reference to them in any document or provision of the same from you to us. In accordance with clause 27, the Contract forms the entire legal agreement between us.

2.5 Without prejudice to clause 2.6, this Contract and the Goods and/or Services are for the benefit of Purchaser and the Purchaser Affiliates. Accordingly, unless the context otherwise dictates, references to:

- a) the Goods and/or Services being supplied to, or other activities being provided for, the Purchaser;
- b) any benefits, warranties, indemnities and rights granted or provided to the Purchaser;
- c) any licence being granted to the Purchaser; and
- d) the business, operations, customers, assets, Intellectual Property Rights, agreements or other property of the Purchaser,

shall be construed as if references to the Purchaser were to each of the Purchaser and the Purchaser Affiliates.

2.6 Obligations of the Purchaser shall not be interpreted as obligations of any Purchaser Affiliate.

### 3 ORDERING AND DELIVERY

3.1 Ordering and delivery of Goods shall be effected in accordance with the procedures specified by us, after consultation with you. The time(s) and place(s) for delivery of the Goods and/or provision of the Services shall be specified in the Contract and time shall be of the essence.

3.2 You will rectify or replace at your cost any Goods damaged or lost in transit.

3.3 You will supply all appropriate instructions and maintenance manuals with the Goods and/or Services.

3.4 If you or your carrier deliver any Goods to us, or supply any Services, but at the wrong time or to the wrong place then we may deduct from the Price any resulting additional costs to us including (without limitation) costs of storage or transport.

3.5 Delivery of the Goods shall be complete on the completion of unloading of the Goods at the delivery location specified by us. The unloading of the Goods shall be at your own risk and as directed by us.

3.6 We shall be entitled to cancel any order for the delivery of Goods or the provision of Services by giving notice to you at any time prior to delivery or provision in which event the Supplier shall discontinue any further work. Where such delivery or provision is to be carried out in instalments, we shall be entitled to cancel any remaining part of such order at any time before the final instalment. Where an order is cancelled by us under this clause 3.6 we shall reimburse you for all reasonable, properly evidenced costs directly incurred by you in relation to such cancelled Goods and/or Services as at the date of such cancellation. Such reimbursement shall not include loss of profits or anticipated profits (whether direct or indirect) or any consequential loss.

### 4 PACKAGING OF GOODS

4.1 Any Goods shall be properly packaged and secured in such a manner as to enable them to reach the address for delivery specified in the Contract Details and/or Purchase Order.

4.2 Where applicable, you shall, at your own expense, package and label the Goods in accordance with our requirements and in a manner suitable for transportation to and storage at the place of delivery specified in the Contract.

4.3 Unless otherwise stated in the Contract, all Packaging will be non-returnable.

### 5 WARRANTIES

5.1 You warrant and undertake that:

- a) all Goods shall comply with Applicable Law, and with all normally applicable quality standards, relating to their sale or supply;
- b) all Goods supplied pursuant to the Contract together with their packaging will comply in all respects with their specifications as notified by you or agreed in writing between the parties from time to time;
- c) any Goods and/or Services will be free from defects in materials and workmanship and in the event of a defect, you will promptly replace the Goods or make good (at no cost to us) any defect in the Goods and/or Services that we discover at any time. Such defects may arise from your faulty design, your erroneous instructions as to use, inadequate or faulty materials, poor workmanship or any other breach of your obligations whether under the Contract or Applicable Law;
- d) you will ensure that compatible spares are available to facilitate repairs (where applicable) at a reasonable price for a period of at least 10 (ten) years from the date of delivery of the Goods;
- e) you shall pass to us the benefit of any additional warranties or guarantees secured from your suppliers in respect of the Goods;
- f) the sale or use of the Goods and/or Services by us will not constitute an infringement of patent, design right, trademark or other Intellectual Property Right of any third party; and
- g) the Services will be provided in good time with all reasonable care, skill and diligence in accordance with any specifications, standards and timetables notified by you or agreed in writing between the parties from time to time, all Applicable Laws, safety standards and codes of practice and by properly qualified, experienced and competent persons acceptable to us.

### 6 TITLE AND RISK

6.1 You will bear all risks of loss or damage to the Goods (including the risk in deterioration, loss of any Goods arising from possible transit, storage and/or unloading and stacking) until they have been delivered to us at the location specified and accepted by us in accordance with clause 7 and you will insure them accordingly.

6.2 Ownership of the Goods will pass to us:

- a) When the Goods have been delivered to us or when they have been paid for in full, whichever is earlier.
- b) In the case of plant or equipment to be installed at our premises, risk passes on satisfactory commissioning.
- c) If we make any advance or stage payment, at the time such payment is made, you shall mark the Goods as our property.

6.3 You represent and warrant that you have the right to pass all right, title and interest in and to any Goods, and that any Goods are and will be on delivery or other transfer to us free from any charge, lien or other security or right in favour of any third party.

6.4 The effect of this clause 6 is without prejudice to any rights of rejection, termination or cancellation we may have.

## 7 ACCEPTANCE

- 7.1 Whether or not a delivery note or other document purporting to evidence delivery of Goods or performance of Services has been signed, we shall not be deemed to have accepted the Goods until we (or a representative on our behalf) have had a reasonable time to inspect and test them following delivery.
- 7.2 Any term on a delivery note or other document where the signature constitutes acceptance of Goods or confirmation of due performance of Services or that the Goods have been inspected or tested, will be void. In any case, where Goods (whether or not inspected or tested) do not comply with the Contract we may without prejudice to any other right or remedy, reject them in whole or in part.
- 7.3 If for any reason you fail to deliver Goods on the agreed date(s) for delivery and/or to perform any Services by the applicable date(s) for performance in accordance with the Contract, or if when delivered and/or performed the Goods and/or Services do not comply with the Supplier's warranties in clause 5 or with Schedule 3, and the Supplier fails to remedy this within [14] days of its failure to deliver and/or being notified of the defective Goods and/or Services, we may (without prejudice to any other right or remedy), cancel the Contract and purchase replacement goods and or services from another source.
- 7.4 In the event of termination of the Contract in accordance with clause 7.3, you will promptly repay to us, any sum paid under the Contract without any retention or set off whatsoever.
- 7.5 You must collect all rejected Goods within a reasonable time of rejection, or we will return them to you at your risk and expense or charge you for their storage.
- ## 8 PROVISION OF THE SERVICES
- 8.1 You shall commence performance of the Services in accordance with the procedures specified by us, after consultation with you.
- 8.2 You shall allocate sufficient resources (including personnel) to the Services to ensure you are able to comply with obligations under these Terms.
- 8.3 You shall provide the Services to meet or exceed the Service Levels, as set out in Schedule 3.
- ## 9 QUALITY AND CHANGES IN LAW
- 9.1 You shall ensure that the Goods and/or Services:
- conform in every respect with the provisions of the Contract;
  - be capable of all standards specified by you;
  - be fit for any purpose made known to you (even if by implication and we rely on your skill and judgement);
  - be new (unless otherwise specified in the Contract and be of sound materials and skilled and careful workmanship;
  - correspond to their description or any samples, patterns, drawings, plans and specifications you may have supplied or referred to in the Contract;
  - be of satisfactory quality;
  - comply with any prevailing legislation affecting the UK;
  - be supplied with all due diligence, skill and care to be expected of persons fully qualified and experienced in their provision; and
  - be supplied in accordance with the manufacturer's instructions.
- 9.2 You shall monitor, and shall keep us informed in writing of, any change in Applicable Law which may render our use and/or possession of any Goods in breach of any Applicable Law (a "Change in Law").
- 9.3 If a Change in Law results in us having to amend and/or replace Goods, you shall:

- provide us with an estimate of any charges that may be required to amend and/or replace such Goods; and
- investigate and inform us of alternative solutions so that any amendment or replacement can be implemented either at no cost or at minimal costs to us.

- 9.4 Unless otherwise agreed with us in writing, the obligations in clause 9.2 and 9.3 shall survive beyond the delivery of any Goods related to a Change in Law or any termination of this Contract.

## 10 PRICE AND PAYMENT

- 10.1 You shall agree to sell and supply us the Goods and/or Services for the Price stated in the Pricing Schedule of the Contract.
- 10.2 Unless otherwise provided in the Contract, the Price shall include all storage, packaging, packing, carriage, shipping, insurance, delivery, installation and commissioning in connection with the supplying, delivery and handling of the Goods and/or Services and any duties or levies, other than VAT which is excluded.
- 10.3 Unless we expressly state otherwise in the Contract, payment shall be due thirty (30) days from the end of the month in which we receive your properly submitted and valid invoice. Subject to us receiving a correctly rendered invoice, stating the correct purchase order number and following the satisfactory delivery of the Goods or performance of the Services (and if relevant the installation and/or commissioning of any plant and equipment).
- 10.4 Invoices must be sent electronically to [purchaseledger@bristolairport.com](mailto:purchaseledger@bristolairport.com) and it must quote the full purchase order number. If the invoice is for Development Department, please also copy to the BRS Development department on [Devinvoice@bristolairport.com](mailto:Devinvoice@bristolairport.com). Where applicable, VAT will be shown separately on all invoices as strictly nett extra charge. All invoices must be in pounds sterling unless otherwise agreed in writing.
- 10.5 We will not be held responsible for delays in payment caused by your failure to comply with our invoicing instructions.
- 10.6 If we fail to pay you in line with clause 10.3 we will, upon your written request for payment, pay interest to you on such amount at a rate of 2% (two percent) per annum above the Bank of England base rate, calculated on a daily basis, from the date of receipt of your written request demanding payment. This clause will not apply to any invoice which we are disputing.
- 10.7 Whenever under the Contract any sums of money will be recoverable from or payable by you, they may be deducted from any sums then due, or which at any later time may become due, to you under the Contract or under any other contract you may have with us. Where such deductions put you into a debt position and we are therefore unable to deduct the balance from a payment due, we will issue a debit note and shall require settlement of the debit note by you within 14 (fourteen) days of date of issue.
- ## 11 INSURANCE
- 11.1 You will have in force and maintain during the period of the Contract the following insurances with a reputable insurance company:
- Employers Liability Insurance for a minimum sum of £10,000,000 (ten million pounds) per occurrence;
  - Public Liability Insurance for a minimum sum of £10,000,000 (ten million pounds) per occurrence;
- 11.2 Depending on the nature of the Services to be performed, you will have in force and maintain during the period of the Contract the following insurances with a reputable insurance company:
- Product liability insurance in respect of the Goods provided for a minimum sum of £2,000,000 (two million pounds) per occurrence;
  - Professional Indemnity Insurance for a minimum of £2,000,000 (two million pounds) per occurrence if the Supplier is providing professional services;

c) Airside Liability Insurance for a minimum sum of £50,000,000 (fifty million pounds) per occurrence if the Supplier is working **Airside**;

d) Cyber Liability Insurance for a minimum sum of £2,000,000 (two million pounds) per occurrence if the Supplier is providing us with IT Software to cover against data breaches, malicious cyber hacks, any breach of cyber security requirements as well as lost damaged. Stolen or corrupted data.

11.3 You will supply to us a copy of all relevant insurance policies and evidence that the policies are in force, and the premiums have been paid, when we require it.

11.4 You shall:

- a) not by its acts or omissions cause any insurance cover or policy to become void or voidable; and
- b) immediately notify us in writing of any cancellation notice received from any insurer or of any material change in cover type or amount.

11.5 If you fail to comply with the above insurance obligations, we may take out such insurance and you will forthwith reimburse such costs to us.

## 12 INDEMNITY AND LIABILITY

12.1 You will indemnify us (and our Purchaser Affiliates) against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us as a result of or in connection with:

- a) any claim made against us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of you, your employees, agents or subcontractors;
- b) any claim made against us by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods and/or Services, to the extent that the defects in the Goods and/or Services are attributable to the acts or omissions of you, your employees, agents or subcontractors;
- c) any claim made against us by a third party arising out of or in connection with the supply of the Goods and/or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by you, your employees, agents or subcontractors;
- d) breach of the warranties contained in clause 5 and clause 6.3;
- e) breach of clause 14, 15, 22 and 23;
- f) acts of fraud and/or dishonesty committed by you in the course of supplying the Goods and/or Services.

12.2 Subject to clause 12.3, our total aggregate liability whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Contract shall in no circumstances exceed the total Price paid by us to you under this Contract. in the twelve (12) months preceding the date on which the claim arose.

12.3 The limitations and exclusions of liability described in clause 12.2 shall not apply to limit our liability:

- a) for death or personal injury resulting from a party's negligence;
- b) for fraud or fraudulent misrepresentation; or

c) to the extent such exclusion or limitation is not otherwise permitted by Applicable Law.

## 13 TERMINATION

13.1 We may immediately terminate this Contract without liability, by giving notice in writing to you if you:

- a) commit a material breach of any of your obligations under this Contract that is incapable of remedy;
- b) fail to remedy, where it is capable of remedy, or persist in any breach of any of your obligations under this Contract for 30 (thirty) days after having been required in writing to remedy or desist from such breach;
- c) encounter a Force Majeure Event which continues for a period of at least 30 (thirty) days;
- d) are a company and;
  - (i) you pass an effective resolution for winding up (otherwise than for the purpose of an amalgamation or reconstruction where the resulting entity assumes all of your obligations under the Contract); or
  - (ii) a court makes a binding order to that effect unless within 28 (twenty eight) days of his appointment the liquidator provides to us a guarantee of performance of the Contract in such form and amount as we may require; or
- e) are a partnership and you will be dissolved, or (being an individual) will commit any act of bankruptcy or will die, if you (whether a company or not) will cease to carry on its business or substantially the whole of its business, or if a liquidator, receiver, administrator, trustee, manager or similar officer is appointed of any of your assets or any similar step is taken in connection with your insolvency bankruptcy or dissolution.

13.2 If the Contract is so ended then;

- a) it will be in respect of the Goods undelivered or the Services not performed as at the effective date of ending and, if we so require, in respect of Goods and/or Services already delivered or performed, or any of them; and
- b) we will (without prejudice to any other claim for damages we may have) be entitled to recover from you:
  - (i) any additional expenditure which may be incurred by us in obtaining replacement Goods and/or Services; and
  - (ii) if the Contract is ended in respect of Goods already delivered, and at our option, all sums paid for such Goods, in which case they will be returned to you at your risk and cost.

13.3 Without prejudice to any other rights or remedies we may have under the Contract or at law we will be entitled to end the Contract, for any other reason whatsoever, by written notice and to refuse to accept any further Services and/or Goods not delivered and accepted at the date of such notice provided that:

- a) we will pay to you the Price of Goods and/or Services delivered and accepted by us and not already paid for;
- b) you will, if we require, complete all Goods partially manufactured and Services partially performed at the date of any notice and we will pay the Price (or for part performance a fair and reasonable proportion thereof) of all such Goods and/or Services as are accepted by us; and
- c) we will pay to you such sum (not exceeding the Contract price) as may be reasonable in respect of any Services carried out before it ended.

13.4 The Supplier may, without prejudice to its other rights or remedies, terminate this Contract with immediate effect by written notice to the Purchaser if the Purchaser commits a material breach (being a single event or a series of events which together amount to a

material breach) of this Contract other than a default in respect of payment obligations and (if such a breach is remediable) fails to remedy that breach within 14 days of the Supplier notifying the Purchaser in writing of the breach.

13.5 The termination or expiry of the Contract under clause 13.1 or 13.3 for any reason will;

- a) subject to the other provisions of this Clause 13 discharge the parties from any liability for further performance of the Contract and you shall cease providing the Goods and/or performing the Services;
- b) be without prejudice to any rights or liabilities which have accrued prior to the date it ended; and
- c) not affect the coming into force or the continuation in force of any provision of the Contract, which is expressly or by implication intended to come into or continue in force on, or after it ended.

13.6 Upon termination or expiry of the Contract, you will (at our option) promptly return to us all or permanently and securely destroy all documents and Purchaser Materials (and copies thereof) containing our Confidential Information and certify in writing to us that you have complied with this requirement.

13.7 Nothing in this clause 13 excludes or restricts any right which we would otherwise have under the law to rescind or end the Contract whether on grounds of misrepresentation, breach, frustration or otherwise.

#### 14 CONFIDENTIALITY

14.1 Each party undertakes that it shall not at any time during the Contract and any time after termination of the Contract, disclose to any person any Confidential Information, except as permitted by clause 14.2.

14.2 Each party may disclose the other party's Confidential Information:

- a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14; and
- b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract. At our request, you shall return or irrevocably delete all of our Confidential Information.

14.4 Any written material, specifications, designs, drawings, models and moulds created or devised by us to you (together "**Purchaser Materials**") shall at all times remain our property and shall not be copied or used otherwise than for the purpose of performing the Contract.

14.5 You shall on request return any Purchaser Materials (in whatever form provided to or kept by you).

#### 15 DATA PROTECTION

15.1 If you are required to process Personal Data in connection with this Contract, you shall comply with the provisions and obligations imposed on you by the data processing agreement to be entered into on or around the date of this Contract, and which is incorporated into the Contract, so as to enable the Purchaser to comply with their obligations under the Data Protection Laws (the "**Data Processing Agreement**").

#### 16 INTELLECTUAL PROPERTY RIGHTS

16.1 All Purchaser Materials supplied by us (or at our request) to you for the purpose of the Contract and all Intellectual Property Rights therein will remain our exclusive property and will be treated by you

as confidential and will be used by you only for the purposes of the Contract and will be delivered up to us upon completion of the Contract.

16.2 All Purchaser Background IPR shall remain vested in us and there shall be no assignment of any Purchaser Background IPR to you. We shall grant to you a limited royalty-free, non-transferable, non-exclusive, revocable licence to use such Purchaser Background IPR and Purchaser Materials solely to the extent required for the performance of your obligations under this Contract.

16.3 All Intellectual Property Rights arising out of or in connection with the output of the Services or in the creation of any bespoke and customised Goods which are created by you in the performance of your obligations under this Contract (excluding any Supplier Background IPR) shall immediately vest in us on creation. If by operation of law such Intellectual Property Rights do not automatically vest in us then you hereby assign, or otherwise shall assign to us (including by way of an assignment of future Intellectual Property Rights), in each case at no cost to us, with full title guarantee and free from all charges, liens, licences and other encumbrances all such Intellectual Property Rights together with the right to sue for and obtain full and effective relief (including damages) in respect of any infringement of such Intellectual Property Rights by a third party.

16.4 You shall obtain waivers of all moral rights in any of the Goods, and any materials which are created by you or on your behalf as a result of the provision of the Services to which any individual is now or may at any future time be entitled under the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

16.5 You warrant that neither the Goods and/or Services, nor our use of them, will infringe any third party Intellectual Property Rights and you shall at all times indemnify and keep indemnified us and the Purchaser Affiliates against all actions, costs, claims, demands, expenses and liabilities arising from or incurred by reason of any infringement or alleged infringement of any third party's Intellectual Property Rights as a result of or in connection with the receipt, use or possession of the Goods or the Services by us.

16.6 Where any Goods and any other materials which are otherwise created by you or on your behalf as a result of the provision of the Services are supplied with or have embedded in them Supplier Background IPR then you shall retain ownership of such Supplier Background IPR but grant to us a perpetual, royalty free, worldwide, irrevocable licence to use, and sub-licence others to use, all Supplier Background IPR and Intellectual Property Rights owned and used by or developed by you, your employees and agents in manufacture and supply of the Goods and/or Services or other performance of the Contract for the purpose of operating, using, modifying, maintaining or repairing the Goods and/or Services or connecting, integrating or incorporating them into other goods and equipment and we will be entitled to assign such a licence to others.

#### 17 SAFETY

17.1 If the Contract involves any works or services which you perform at our premises then you will ensure that you will (at your cost):

- a) adhere in every respect to the obligations imposed on you by current health and safety legislation;
- b) be an accredited member of Safe Contractor (unless otherwise agreed with us in writing); and
- c) comply with our site rules.

#### 18 ASSIGNMENT AND SUBCONTRACTING

18.1 You may not, without our prior written consent assign, subcontract, delegate or transfer any right or obligation under this Contract and we will not refuse such consent unreasonably. The restriction contained in this Clause will not apply to your engagement of subcontractors who provide immaterial contributions to the manufacture and supply of Goods, or for any part of which the manufacturers are named in the Contract. You will be responsible

for all work done and Goods and/or Services supplied by all sub-contractors. You shall ensure that none of your subcontractors subcontract their obligations.

## 19 FORCE MAJEURE

19.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from a Force Majeure Event. If a Force Majeure Event arises then the affected party shall:

- a) notify the other party promptly of the nature of the Force Majeure Event, the date and time on/at which the Force Majeure Event started and the likely effects of the Force Majeure Event on its ability to perform its obligations under this Contract;
- b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- c) notify the other party promptly after the Force Majeure Event has ended, and shall resume performance of its obligations under this Contract.

19.2 If the period of delay or non-performance due to the Force Majeure Event continues for a period of at least 30 (thirty) days, the unaffected party may immediately terminate the Contract by written notice.

## 20 NOTICE

20.1 Any notice or other communication given to a party under or in connection with this Contract shall be given in writing and addressed to that party at its registered office (if it is a company) or principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause.

20.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 20.1; if sent by pre-paid first class post or other next working day delivery service to the registered office, at 9.00 am on the second Business Day after posting; if sent by email, one Business Day after transmission; or if delivered by commercial courier, the notice will have been deemed to have been received on the date and at the time that the courier's delivery receipt is signed.

## 21 WAIVER

21.1 A failure at any time to enforce any provision of the Contract will in no way affect the right at a later date to require complete performance of the Contract, nor will the waiver of the breach of any provision be taken or held to be a waiver of any subsequent breach of the provision or be a waiver of the provision itself.

## 22 ANTI-BRIBERY AND ANTI-CORRUPTION

22.1 You shall:

- a) comply with all Applicable Laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
- b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- c) have and shall maintain in place throughout the term of this Contract your own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 22.1b), and will enforce them where appropriate;
- d) notify us (in writing) if you become aware of any breach of clause 22.1a), or have reason to believe that you or any person associated with you has received a request or demand for any undue financial or other advantage in connection with the performance of this Contract;

e) immediately notify us (in writing) if a foreign public official becomes an officer or employee of you or acquires a direct or indirect interest in you and you warrant that you have no foreign public officials as direct or indirect owners, officers or employees at the date of this Contract); and

f) if required by us, within 1 month of the date of this Contract, and annually thereafter, certify to us in writing, compliance with this clause 22 by you and all persons associated with you under clause 22.2. You shall provide such supporting evidence of compliance as we may reasonably request.

22.2 You shall ensure that any person associated with you who is providing Goods or performing Services in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on you in this clause 22 ("**Relevant Terms**"). You shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to us for any breach by such persons of any of the Relevant Terms.

22.3 Breach of this clause 22 shall be deemed a material breach under clause 13.1a).

22.4 For the purpose of this clause 22, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 22 a person associated with you includes, but is not limited to, any of your subcontractors.

## 23 ANTI-SLAVERY

23.1 In performing your obligations under the Contract, you shall ensure that yourselves and any of your sub-contractors comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including but not limited to the Modern Slavery Act 2015.

## 24 ANTI-MONEY LAUNDERING

24.1 In performing your obligations under the Contract, you shall ensure that yourselves and any of your sub-contractors comply with all applicable anti-money laundering laws, statutes, regulations and codes from time to time in force.

## 25 VARIATIONS

25.1 No addition, alteration or substitution of these conditions will bind us or form part of the Contract unless and until accepted in writing by us.

## 26 END OF SALE AND END OF LIFE

26.1 You will notify us in writing of any End of Sale or End of Life dates for the Goods at least 90 (ninety) days prior to the specified dates.

26.2 You will continue to provide support and maintenance for Goods for a period of 12 (twelve) months following the End of Sale or End of Life dates and assist with any requested support to migrate to alternative Goods before the End of Sale or End of Life dates.

## 27 ENTIRE AGREEMENT

27.1 This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter of the Contract and supersedes any prior agreements or arrangements between the parties (oral or written) in relation to such subject matter. Each party acknowledges that: (a) upon entering into this Contract, it does not rely, and has not relied, upon any representation (whether negligent or innocent), statement or warranty made or agreed to by any person (whether a party to this Contract or not) except those expressly set out in this Contract; and (b) the only remedy available in respect of any misrepresentation or untrue statement made to it shall be a claim for damages for breach of contract under this Contract.

## 28 SEVERANCE

28.1 To the extent that any provision of these Terms is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of these Terms, it shall not affect the enforceability of the remainder of these Terms nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

## 29 THIRD PARTY RIGHTS

29.1 A person who is not a party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of these Terms. We may, on behalf of a Purchaser Affiliate, enforce any term of these Terms which is expressly or impliedly intended to benefit a Purchaser Affiliate. We shall be entitled to recover losses on behalf of a Purchaser Affiliate as if the relevant Losses had been suffered by ourselves under these Terms, subject to the exclusions and limitations set out in these Terms.

## 30 DISPUTE RESOLUTION

30.1 A party shall not commence court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of this Contract unless it has complied with this clause 30.

30.2 A party claiming that a Dispute has arisen in relation to this Contract shall notify the relevant Representative of the other party to the Dispute giving details of the Dispute who shall attempt to resolve the Dispute.

30.3 If the parties' Representatives are unable to resolve the Dispute within 5 Business Days (or such longer period as agreed between the parties) from the date of the notice setting out the nature of the Dispute under clause 30.2 is served then, either party may request a meeting within a further 5 Business Days between senior personnel (as notified by each party to the other for this purpose) who shall have power to resolve the Dispute.

30.4 In the event that the Dispute is not resolved by the process as set out in clause 30.2 and 30.3, the parties shall attempt to settle the Dispute by mediation in accordance with the Centre for Dispute Resolution ("**CEDR**") Model Mediation Procedure (the "**Model Procedure**"). To initiate mediation, a party must give notice in writing ("**ADR Notice**") to the other party requesting mediation in accordance with this clause. A copy of this request should be sent

to CEDR. If there is any point on the conduct of the mediation (including the nomination of the mediator) upon which the parties cannot agree within 14 days from the date of the ADR Notice, CEDR shall, at the request of either party, decide that point for the parties, having consulted with them.

30.5 Notwithstanding the provisions of this clause 30, either party may commence or take proceedings or seek remedies before the courts or any other competent authority for interim, interlocutory or injunctive remedies in relation to this Agreement.

## 31 LAW AND JURISDICTION

31.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it will be governed by and subject to law of England and Wales and the exclusive jurisdiction of the courts in England and Wales to settle any dispute and claim.

## 32 SURVIVAL

32.1 The following provisions of these Terms shall survive expiry of termination of the Contract: clauses 2 (The Contract), 6 (Title and Risk), 7 (Acceptance), 9 (Quality and Changes in Law), 12 (Indemnity and Liability), 13 (Termination), 14 (Confidentiality), 15 (Data Protection), 16 (Intellectual Property Rights), 22 (Anti-bribery and Anti-corruption), 23 (Anti-slavery), 24 (Anti-Money Laundering).

## 33 SUSTAINABILITY AND NET ZERO TARGET

33.1 The Supplier acknowledges Bristol Airport's commitment to achieving net zero carbon operations by 2030 and agrees to support this goal by:

- a) Minimising environmental impacts in the delivery of Goods and Services;
- b) Prioritising energy-efficient and sustainable solutions where feasible;
- c) Providing relevant information on sustainability measures upon request; and
- d) Working collaboratively to identify opportunities that contribute to carbon reduction.

