

1. **DEFINITIONS AND INTERPRETATION**
- 1.1 The following definitions and rules of interpretation apply in these terms and conditions (**Conditions**):
 - 1.1.1 **Affiliate** means at any time any holding company or subsidiary company of GTC or any company which is a subsidiary of such holding company (the expressions **holding company** and **subsidiary** have the meanings given to them in Section 1159 of the Companies Act 2006);
 - 1.1.2 **Contract** means the contract between GTC and the Supplier for the supply of Goods and/or Services in accordance with these Conditions;
 - 1.1.3 **Customer** means GTC INFRASTRUCTURE LIMITED a company registered in Guernsey under number FC020169 whose registered office is Martello Court, Admiral Park, St Peter Port, Guernsey, GY1 3HB and whose business address is Synergy House, Woolpit Business Park, Woolpit, Bury St Edmunds, Suffolk IP30 9UP;
 - 1.1.4 **Customer Materials** means all rights (including ownership and copyright) in any materials, equipment and tools, drawings, specifications, instructions, plans, drawings, patterns, models, designs, data or other material furnished to or supplied by GTC to the Supplier;
 - 1.1.5 **Data Protection Legislation** means: (i) if and to the extent the UK GDPR (as defined in the Data Protection Act 2018) applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; and (ii) if and to the extent the General Data Protection Regulation ((EU) 2016/679) (EU GDPR) applies, the law of the European Union or any member state of the European Union to which the Customer is subject, which relates to the protection of personal data;
 - 1.1.6 **Deliverables** means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Goods and/or Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);
 - 1.1.7 **Goods** means the goods (or any part of them) as set out in the Order;
 - 1.1.8 **Open-Source Software** any software licenced under any form of open-source licence meeting the Open Source Initiative's Open Source Definition which can be found at <https://opensource.org/docs/definition.php> or any libraries or code licensed from time to time under the General Public Licence, or anything similar;
 - 1.1.9 **Order** means GTC's order for the supply of Goods and/or Services, as set out in GTC's purchase order form, or in GTC's written acceptance of the Supplier's quotation, or overleaf, as the case may be;
 - 1.1.10 **Services** means the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in any description or specification for Services agreed in writing by GTC and the Supplier;
 - 1.1.11 **Supplier** means the person or firm from whom GTC purchases the Goods and/or Services;
- 1.2 A **person** shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees.
- 1.3 A reference to legislation, statute or statutory provision is a reference to it as amended or re-enacted. A reference to legislation, a statute or statutory provision includes all subordinate legislation made under that legislation, statute or statutory provision.
- 1.4 Any words following the terms **including** and **include** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
2. **BASIS OF CONTRACT**
 - 2.1 The Order constitutes an offer by GTC to purchase Goods and/or Services from the Supplier in accordance with these Conditions.
 - 2.2 The Order shall be deemed to be accepted on the earlier of:
 - 2.2.1 the Supplier issuing written acceptance of the Order; or
 - 2.2.2 any act by the Supplier consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence (**Commencement Date**).
 - 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade, custom, practice or course of dealing.
 - 2.4 These Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
 - 2.5 It is acknowledged and agreed that GTC's Affiliates may place Orders under this Contract as if such Affiliate was GTC.
3. **SUPPLY OF GOODS**
 - 3.1 The Supplier shall ensure that the Goods shall:
 - 3.1.1 correspond with their description, any applicable specification (including any related plans and drawings, that is agreed in writing by GTC and the Supplier) and quantity as set out in the Order;
 - 3.1.2 be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by GTC, expressly or by implication, and in this respect GTC relies on the Supplier's skill and judgement;
 - 3.1.3 be free from defects and of good and sound design, materials and workmanship;
 - 3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
 - 3.1.5 be free from any defect in title.
 - 3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
4. **DELIVERY OF GOODS**
 - 4.1 The Supplier shall ensure that:
 - 4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition, in accordance with any instructions from GTC, and in accordance with any statutory and/or carrier requirements; and
 - 4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the Order number, and any container of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.
 - 4.2 The parties agree that all packing materials will be considered non-returnable, unless otherwise agreed in writing.
 - 4.3 The Supplier shall deliver the Goods at the time(s) and date(s) specified in the Order and to the delivery address stated in the Order (**Delivery Address**).
- 4.4 Delivery of the Goods shall be completed on receipt of the Goods at the Delivery Address.
- 4.5 If GTC gives the Supplier written notice within 30 days of delivery, the Supplier shall, free of charge and as quickly as possible, either repair or replace (as GTC shall elect) any Goods damaged in transit or which fail to be delivered to the Delivery Address.
5. **RISK AND OWNERSHIP**
- 5.1 Title and risk in the Goods shall pass to GTC on completion of delivery.
6. **SUPPLY OF SERVICES**
- 6.1 The Supplier shall supply the Services to GTC in accordance with the terms of the Contract. The Services shall be considered complete with GTC is satisfied that the Services have been completed in accordance with the Order.
- 6.2 The Supplier shall meet any performance dates for the Services specified in the Order or if there are no specified performance dates then within a reasonable time, and time is of the essence in relation to any of those performance dates. In providing the Services, the Supplier shall:
 - 6.3.1 co-operate with GTC in all matters relating to the Services, and comply with all instructions of GTC;
 - 6.3.2 perform the Services with the reasonable care and skill in accordance with best practice in the Supplier's industry, profession or trade;
 - 6.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - 6.3.4 ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that GTC expressly or impliedly makes known to the Supplier;
 - 6.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - 6.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to GTC, will be free from defects in workmanship, installation and design;
 - 6.3.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
 - 6.3.8 hold all Customer Materials in safe custody at its own risk, maintain GTC Materials in good condition until returned to GTC, and not dispose or use GTC Materials other than in accordance with GTC's written instructions or authorisation;
 - 6.3.9 not do or omit to do anything which may cause GTC to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that GTC may rely or act on the Services; and
 - 6.3.10 comply with all statutory and/or local authority and/or site and other regulations applicable to the Services.
7. **HEALTH AND SAFETY**
 - 7.1 The Supplier warrants and represents to GTC that the Supplier has satisfied itself that all necessary tests and examinations have been made or will be made before delivery of the Goods, or completion of the Services, to ensure that the Goods and/or Services are designed and constructed so as to be safe and without risk to the health or safety of persons using the same, and that it has made available to GTC adequate information about the use for which the Goods and/or Services have been designed and have been tested.
 - 7.2 The Supplier shall comply with the requirements of the Health and Safety at Work Act 1974 and any other applicable acts, orders, regulations and codes of practice relating to health and safety, to the extent that it applies to the Supplier's performance of this Contract.
8. **INSPECTION, REJECTION AND GUARANTEE**
 - 8.1 The Supplier shall permit GTC to make any inspections and/or tests of the Goods as it reasonably requires, at any time before delivery, and the Supplier shall provide all reasonable facilities and assistance in relation to any such inspection(s) or test(s) free of charge at its premises. No failure to make a complaint at the time of any such inspection or test and no approval given during or after such inspection or test shall constitute a waiver by GTC of any rights or remedies in respect of the Goods and GTC reserves the right to reject the Goods.
 - 8.2 GTC may by written notice to the Supplier within a reasonable time after delivery of the Goods and/or completion of the Services:
 - 8.2.1 reject any of the Goods that fail to comply with these Conditions whether or not title has passed to GTC, and it may return them to the Supplier at the Supplier's own risk and/or require the Supplier to repair or replace the rejected Goods; and/or
 - 8.2.2 require the Supplier to provide repeat performance of Services that fail to comply with these Conditions.
 - 8.3 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
 - 8.4 GTC's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.
 - 8.5 The Supplier hereby guarantees the Goods and/or Services for the period from the date of delivery to 12 months thereafter against faulty design, materials or workmanship. If GTC shall within such guarantee period give notice in writing to the Supplier of any defect in any of the Goods and/or Services as may have arisen during such guarantee period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies which GTC may have) promptly remedy such defects (whether by repair or replacement as GTC shall elect) free of charge.
9. **CHARGES AND PAYMENT**
 - 9.1 The price for the Goods and Services shall be the price set out in the Order. Unless otherwise agreed in the Order, the price will be inclusive of the costs of packaging, insurance and carriage of the Goods and every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
 - 9.2 The Supplier shall invoice GTC on or at any time after delivery of the Goods, or on completion of the Services. Each invoice shall include such supporting information required by GTC to verify the accuracy of the invoice, including but not limited to the relevant purchase order number and be sent to Finance

- Department, Synergy House, Woolpit Business Park, Woolpit, Bury St Edmunds, Suffolk IP30 9UP.
- 9.3 In consideration of the supply of Goods and/or Services by the Supplier, GTC shall pay the invoiced amounts within 28 days, or as stated in the Supplier's payment terms if longer than 28 days, of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 9.4 All amounts payable by GTC under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to GTC, GTC shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
10. **INTELLECTUAL PROPERTY RIGHTS**
- 10.1 The Supplier assigns to GTC, with full title guarantee, title to and all present and future rights and interest in all intellectual property rights in the Goods and/or Services and/or Deliverables, or shall procure that the first owner of the intellectual property rights in the Goods and/or Services and/or Deliverables assigns them to GTC on the same basis.
- 10.2 If requested to do so by GTC, the Supplier shall, without charge to GTC, execute all documents and do all such acts as GTC may require to perfect the assignment under clause 10.1, or shall procure that the owner of the intellectual property rights in the Goods and/or Services and/or Deliverables does so on the same basis.
- 10.3 GTC shall grant to the Supplier a licence of the intellectual property rights in the Goods and/or Services and/or Deliverables to enable the Supplier to provide the Goods and/or Services and/or Deliverables.
- 10.4 Where relevant, the Supplier represents and warrants that:
- 10.4.1 all Goods and/or Services are free from Vulnerabilities, viruses and other malicious code;
- 10.4.2 all Goods and/or Services have not included or used any Open-Source Software, nor do the Goods operate in such a way that it is compiled with or linked to any Open-Source Software; and
- 10.4.3 the intellectual property rights arising from the Goods and/or Services and/or Deliverables will not infringe the rights of any third party.
11. **INDEMNITIES**
- 11.1 The Supplier will indemnify GTC and its Affiliates against, and covenant to pay to GTC an amount equal to:
- 11.1.1 all losses (including but not limited to all direct, indirect and consequential losses), liabilities, costs, damages and expenses that GTC (or its Affiliates) does or will incur or suffer; and
- 11.1.2 all claims or proceedings made or brought or threatened against GTC (or its Affiliates) by any person and all losses, liabilities or costs (on a full indemnity basis), damages and expenses GTC (or its Affiliates) does or will incur or suffer as a result of defending or settling any such actual or threatened claims or proceedings, in each case arising out of or in connection with any breach or negligent performance or non-performance of the Contract (if and to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors).
12. **INSURANCE**
- 12.1 During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance, public liability insurance and employers' liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on GTC's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
13. **CONFIDENTIALITY**
- 13.1 The Supplier undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of GTC.
- 13.2 The Supplier shall not use GTC's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
14. **DATA PROTECTION**
- 14.1 Each party shall comply with its obligations under the Data Protection Legislation if and to the extent that the Data Protection Legislation applies to the Contract.
15. **LIABILITY**
- 15.1 Neither party excludes or limits liability for:
- 15.1.1 death or personal injury caused by its negligence; or
- 15.1.2 fraud or fraudulent misrepresentation; or
- 15.1.3 any liability which cannot legally be excluded.
- 15.2 Subject always to clause 15.1, in no event shall GTC be liable for any:
- 15.2.1 loss of profits, business, revenue or goodwill; and/or
- 15.2.2 loss of savings (whether anticipated or otherwise); and/or
- 15.2.3 indirect or consequential loss or damage.
16. **TERMINATION**
- 16.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if the other party commits a breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of five days after being notified in writing to do so.
- 16.2 On termination of the Contract, the Supplier shall immediately and safely deliver to GTC all Deliverables whether or not then complete, and return all Customer Materials at its own cost. If the Supplier fails to do so, then GTC may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 16.3 Termination of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 16.4 On termination, GTC may retain out of any amount due to the Supplier under the Contract an amount equal to any bona fide claim GTC may have against the Supplier arising out of such breach.
- 16.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
17. **ASSIGNMENT AND OTHER DEALINGS**
- 17.1 The Supplier shall not assign, sub-contract or in any other way dispose of the Contract or any part of it without prior written consent of GTC.
18. **ENTIRE AGREEMENT**
- 18.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
19. **THIRD PARTY RIGHTS**
- 19.1 Except as set out in this clause 19.119, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 19.2 It is acknowledged and agreed that GTC's Affiliates may enforce any of the provisions of this Contract.
- 19.3 The rights of the parties to rescind or vary this Contract are not subject to the consent of any other person.
20. **VARIATION**
- 20.1 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
21. **WAIVER**
- 21.1 No failure or delay by GTC to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
22. **ANTI BRIBERY REQUIREMENTS**
- 22.1 The Supplier shall comply with all applicable anti bribery and corruption legislation including, but not limited to, the Bribery Act 2010 and any applicable European Union Directives. Any breach of this clause 22 shall be deemed a material breach under this contract.
- 22.2 Throughout the term of the contract the Supplier shall maintain and enforce its own policies and adequate procedures as defined in section 7(2) the Bribery Act 2010 (and any guidance issued under section 9) to ensure compliance with all applicable anti bribery and corruption legislation and any applicable European Union Directives.
- 22.3 The Supplier shall use all reasonable endeavours to ensure that all persons associated with the Supplier (as defined by section 8 of the Bribery Act 2010) including any sub-contractors and suppliers comply with clauses 22.1 and **Error! Reference source not found.** above.
23. **ANTI SLAVERY REQUIREMENTS**
- 23.1 In performing its obligations under this Order, the Supplier will comply with the UK Modern Slavery Act 2015 and GTC's anti-slavery and human trafficking policy.
- 23.2 The Supplier warrants that neither it nor any of its directors or employees have been convicted of any offence under the Modern Slavery Act 2015.
- 23.3 The Supplier will notify GTC as soon as it becomes aware of any breach or potential breach of the Modern Slavery Act 2015 or any actual or suspected slavery or human trafficking.
24. **GOVERNING LAW AND JURISDICTION**
- 24.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 24.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.