

## TERMS AND CONDITIONS OF PURCHASE OF MET-CLAD CONTRACTS LIMITED

### 1. Definitions

- 1.1 In these Conditions the following words shall have the following meaning:
- 1.1.1 "Metclad" shall mean Met-Clad Contracts Limited (registered in England under company number 3185456);
  - 1.1.2 "The Contract" shall mean the Order and the Seller's acceptance of the Order subject to these Conditions;
  - 1.1.3 "The Order" shall mean Metclad's written instructions to the Seller to supply the Goods and/or the Services; incorporating these Conditions and the Order form attached hereto and any other documents specified in the Order or in these Conditions;
  - 1.1.4 "The Goods" shall mean any Goods agreed in the Contract to be purchased by Metclad from the Seller (including any part or parts of them) or pursuant to or in connection with any Services to be supplied pursuant to the Order;
  - 1.1.5 "The Services" shall comprise any Services the Seller agrees to supply to Metclad, or pursuant to or in connection with any Goods to be supplied pursuant to the Order;
  - 1.1.6 "The Seller" shall mean the person, firm, or company who accepts the Order;
  - 1.1.7 "The Price" shall mean the price of the Goods and/or the Services;
  - 1.1.8 "Principal Contract Works" means the project and/or construction (as applicable) of which the Goods and/or Services are intended to form part;
  - 1.1.9 "The Premises" shall mean the place where the Services are to be performed and/or the Goods delivered as specified in the Order or by Metclad from time to time.
  - 1.1.10 "Deliverables" shall mean all documents, drawings, products and materials developed by the Seller or its agents, contractors or employees as part of or in relation to the Services.
  - 1.1.11 "Customer Contract" means a contract between Metclad and its customer for the provision of goods and/or services of which the Goods and/or Services are intended to form part.
  - 1.1.12 "Seller's Personnel" means all employees, agents, contractors and other persons engaged by the Seller for the purpose of providing the Goods and/or Services.
- 1.2 In these Conditions:
- 1.2.1 references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires; and
  - 1.2.2 the headings are for clarity only and will not affect the construction of these Conditions.

### 2 Interpretation of Contract

- 2.1 These Conditions are the only conditions upon which Metclad are prepared to deal with the Seller and they shall govern the contract to the entire exclusion of all other terms and conditions even though such other terms or conditions may be submitted in a later document or purport to exclude or supersede any terms or conditions inconsistent with them.
- 2.2 No variation of the Contract (or any of the documents referred to in it) shall be valid unless it is in writing and signed by both the Seller and an authorised representative of Metclad.
- 2.3 If any provision of the Contract shall be found by any Court or administrative body to be invalid or unenforceable such invalidity or un-enforceability shall not affect the other provisions of the Contract, which shall remain in full force and effect to the fullest extent permitted by law.
- 2.4 No waiver or forbearance by Metclad enforcing any of its rights under the contract shall prejudice or affect the ability of Metclad to enforce such rights or any of its other rights at any time in the future. No waiver shall be effective unless it is in writing and signed by Metclad.

- 2.5 Each Order for Goods and/or Services by Metclad to the Seller shall be deemed to be an offer by Metclad to purchase the Goods and/or the Services subject to these Conditions and no Order shall be accepted until the Seller either expressly by giving notice of acceptance in writing or impliedly by fulfilling the Order (in whole or in part) accepts the offer.
- 2.6 The rights and remedies provide by the Contract are cumulative and (subject as otherwise provided in the Contract) and not exclusive of any rights or remedies by law.
- 2.7 A person who is not a party to the Contract shall not have any rights in connection with it.

### 3 Quality and Fitness for Purpose of Goods

- 3.1 The Seller warrants that the Goods:
  - 3.1.1 shall be satisfactory quality (within the means of the Sale of Goods Act 1979 as amended);
  - 3.1.2 shall be free from defects in design, manufacture, and workmanship;
  - 3.1.3 shall conform in all respects with the particulars specified in the Order, with any samples, descriptions, drawings or specifications furnished to Metclad by the Seller or by Metclad to the Seller and in all respects with the requirements of any statutes, orders, regulations or by law from time to time in force;
  - 3.1.4 shall be new and unused, unless otherwise specified in the Order;
  - 3.1.5 shall comply with all other warranties implied or provided for by law; and
  - 3.1.6 shall in all respects be fit for the purpose held out by the Seller or made known to the Seller at the time the Order is placed.
- 3.2 The Seller shall allow Metclad to have access to the Seller's premises at any reasonable time before delivery to inspect the Goods. For the avoidance of doubt, this does not absolve the Seller from its normal inspection and test procedures or otherwise affect the Seller's obligations under these Conditions. If, following such inspecting Metclad considers that the Goods do not comply with the Seller's warranties at clause 3.1, Metclad shall inform the Seller and the Seller shall immediately take such remedial action as is necessary to ensure compliance.
- 3.3 The Seller shall only use the designs, drawings and other intellectual property that is supplied to it by Metclad for the purpose of the Contract and for no other purpose whatsoever.

### 4 Standard of Services

- 4.1 The Seller warrants and represents to Metclad that:
  - 4.1.1 the Services will be performed by appropriately qualified and trained persons in a good and workmanlike manner with all of the due speed, care, and diligence and to such high standards as it is reasonable for Metclad to expect in all the circumstances;
  - 4.1.2 prior to carrying out the Services and at all times it shall ensure that all the necessary licenses, work permits, or other authorisations have been obtained;
  - 4.1.3 the Services shall at all times accord with Metclad specifications in the Order unless otherwise agreed in writing by an authorised representative of Metclad.
- 4.2 In the event that any two or more components of the Order are inconsistent or if the Seller has any uncertainty regarding the specification of the Goods or Services in the Order then the Seller shall not proceed with the performance of the Order until it has contacted Metclad and all inconsistency and/or uncertainty has been resolved.
- 4.3 In supplying the Services, the Seller must:
  - 4.3.1 cooperate with Metclad at all times and comply with Metclad's instructions;
  - 4.3.2 provide all tools, equipment and vehicles required to provide the Services;
  - 4.3.3 use the best quality goods, materials, standards and techniques; and
  - 4.3.4 observe all health and safety rules and other rules applicable at the premises where the Services are to be performed.

## 5 Price

- 5.1 The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated, shall be:
  - 5.1.1 exclusive of any applicable value added tax; and
  - 5.1.2 Inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies.
- 5.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of Metclad in writing.
- 5.3 Metclad shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase as is specified in the Order or otherwise agreed in writing between the parties or that is customarily granted by the Seller to its customers, whether or not shown on its own terms and conditions of sale.
- 5.4 The Seller acknowledges that the scope of the Principal Contract Works is beyond the reasonable control of Metclad and accepts that should the Principal Contract Works be varied or reduced in scope Metclad shall have no liability to the Seller for any resulting loss of profit.
- 5.5 Where the Price is to be calculated on a time spent basis, the Seller shall ensure that it keeps accurate records of all time spent in performing the Services and that each invoice sets out such details. All records to be kept by the Supplier under this inspection by Metclad on reasonable notice to the Seller.

## 6 Delivery

- 6.1 Delivery of the Goods and/or performance of the Services must be made on the date or dates and time or times specified on the order quoting the order reference to the place or places specified on the order and, in the event of the seller default, Metclad may (without prejudice to its other rights) cancel the order or terminate the contract in whole or in part on written notice to the Seller, in the event of Metclad purchasing similar goods elsewhere, the Seller shall reimburse Metclad with any extra expense so incurred and indemnify Metclad in respect of any damage which Metclad might suffer.
- 6.2 If the Seller delivers less than the quantity of the Goods ordered, Metclad may reject the Goods and if the Seller delivers more than the quantity of the Goods ordered, Metclad may reject the Goods or the excess Goods and any rejected Goods shall be returnable to the Seller at the Seller's expense. If Metclad accepts delivery of more or less than the quantity of Goods ordered, a pro rata adjustment shall be made to the invoice for the Goods.
- 6.3 The Seller shall not deliver the Goods in instalments without the prior written consent of Metclad.
- 6.4 All deliveries of the Goods must be accompanied by such documents, manuals and other information as is set out in the Order.

## 7 Proprietary Rights/Patents

- 7.1 The Seller warrants as a condition of the Order that the sale or use of the Goods Services or Deliverables to which the Order relates will not infringe any patent, registered design, industrial design, trade mark or trade name or other proprietary right of the Seller or of any other person in any part of the world. The Seller accepts that if required by Metclad the Seller will be responsible for defending, together with the outcome of any claim or dispute that may have been brought against Metclad. The Seller shall hold harmless and indemnify Metclad, its successors, assigns, clients and users of the Sellers products against all suits at law and from all damages, claims and demands for actual or alleged infringement of, or inducement to infringe any patent registered design, industrial design, trade mark or trade name or other protected

right in any country by reason of the manufacture, use for sale of goods or services to which this order relates including infringement which may arise out of compliance with specifications or recommendations of the seller or which are furnished by Metclad.

- 7.2 The Seller shall not use in any manner trade marks, trade names, which are owned or controlled by Metclad, its holding company or any subsidiary of such holding company expect to apply, use affix or them to goods supplied by the Seller at such place and in such manner as shall be designated in writing by Metclad.
- 7.3 The Seller assigns to Metclad all intellectual property rights with full title guarantee in all Deliverables which have been produced or manufactured by the Seller to Metclad's specification, design or instructions and, in respect of all other Deliverables, grants to Metclad a non-exclusive licence to use them in connection with its business and for the purpose of the Principle Contract Works.

## 8 Risk/Ownership

- 8.1 Risk of damage to or loss of the Goods shall pass to Metclad upon delivery to it.
- 8.2 The property in the Goods shall pass to Metclad upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to Metclad once payment has been made.
- 8.3 Neither payment by nor passage of title or risk in the Goods or the Services to Metclad shall be deemed to constitute acceptance of the Goods or the Services. Metclad shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.
- 8.4 Any goods or materials (for the avoidance of doubt including intellectual property rights) provided by Metclad to the Seller in the course of providing the Goods and/or the Services remain the property of Metclad and must be returned immediately on request. Any loss or damage arising to such goods or materials whilst in the possession of the Seller shall be charged to the Sellers account.

## 9 Payment

- 9.1 Unless otherwise stated in the Order, Metclad shall pay the Price of the Goods and the Services within 60 days after the end of the month of receipt by it of a proper invoice or, if later, after acceptance of the Goods or Services in question.
- 9.2 Where payable Value Added Tax shall be shown separately on all invoices.
- 9.3 Subject to any express contrary intension set out in the Order the Price shall be fixed and no extra charges will be accepted by Metclad.
- 9.4 Subject to any express contrary intention set out in the Order:
  - 9.4.1 The Seller shall render invoices for the Price (or relevant part thereof) of the Goods within 7 days after the delivery of the whole or each instalment (where permitted) and in any event no later than the fifth day of the month following the month in which the Goods were delivered or, if different, at the time or times set out in the Order. The Seller shall render invoices for the Price (or relevant part thereof) of the Services delivered in any month no later than the fifth day of the following month or, if different, at the time or times set out in the Order. All invoices must quote the order reference and shall be clearly dated with a date no earlier than the date of the delivery of the relevant Goods and/or Services. Any invoice that does not arrive by the fifth day of the following month will be treated as if it had been received during the month in which the invoice is received, and no discounts will be forfeited; and

- 9.4.2 The Seller shall render consolidated monthly invoices not later than the tenth day of the month following which any delivery has been made and/or Services provided. If this is not done and payment is delayed as a result Metclad shall not forfeit its discount.
- 9.5 Time shall not be of the essence in relation to any of Metclad's obligations pursuant to the Contract.
- 9.6 Without prejudice to any other rights or remedies Metclad reserves the right to set off any amount owing at the time from the Seller to Metclad against any liability of the Seller to Metclad.

## 10 Termination

- 10.1 Metclad shall have the right at any time and for any reason to terminate the contract in whole or in part by giving the Seller no less than 30 days' written notice, in which event Metclad's sole liability shall be to pay to the Seller the Price for the Goods or Services in respect of which it has exercised its right of cancellation, less the Seller's net saving of cost (including resale) arising from cancellation.
- 10.2 If either party to the Contract shall commit any breach of the Contract and not remedy the breach within 30 days of notice from the other party to do so (if capable of remedy) the other party may terminate the Contract immediately by giving notice to the party in breach.
- 10.3 Metclad shall have the right at any time to terminate the Contract forthwith without liability to the Seller by giving notice in writing to the Seller if:
  - 10.3.1 Any distress, execution or other process is levied upon any assets of the Seller; or
  - 10.3.2 the Seller enters into any compromise or arrangement with its creditors, enters into liquidation, has a receiver or administrator appointed, commits any act of bankruptcy or if an order is made or an effective resolution is past for its winding up (except for the purposes of reconstruction of a solvent company) or if a petition is presented to court, or if a receiver and/or manager, receiver, administrative receiver or administrator is appointed in respect of the whole or any part of the Sellers undertaking or assets; or
  - 10.3.3 the Seller ceases or threatens to cease to carry on its business; or
  - 10.3.4 the financial position of the Seller deteriorates to such an extent that in the opinion of the Company the capability of the Seller adequately to fulfil its obligations under the Contract has been placed in jeopardy; or
  - 10.3.5 in Metclad's opinion the Seller is incompetent or commits any act of gross misconduct or is guilty of any conduct which in Metclad' opinion is likely to being Metclad into disrepute. Non-exhaustive illustrative examples of conduct falling within this Clause would include the Sellers failure to deliver the Goods in a timely manner or in accordance with the specification in the Order.

## 11 Consequences of Termination

- 11.1 On termination of the Contract the Seller shall, not later than 7 days after Metclad request but at Metclad' cost:
  - 11.1.1 deliver to Metclad (or as Metclad shall direct) all quantities of the Goods and the deliverables in its possession which comply with the Order; and
  - 11.1.2 return any documents provided to the Seller by Metclad.
- 11.2 With effect from the termination of the Contract the Seller shall not make any use for any purpose whatsoever of any intellectual property which is the property of Metclad.

- 11.3 Termination of the Contract or withdrawal of any Goods or Services from the Contract shall be without prejudice to the continuation in force of clauses which expressly or by implication have effect after termination.
- 11.4 The accrued rights and remedies of the parties shall not be affected by termination of the Contract.

## 12 Remedies

- 12.1 Without prejudice to any other right or remedy which Metclad may have, if any Goods or Services are not supplied in accordance with the provisions of these Conditions and the Order, or if the Seller fails to comply with any of the terms of the Contract Metclad shall, without prejudice to its other right and remedies, be entitled to any one or more of the following remedies at its discretion, whether or not any part of the Goods and/or Services have been accepted:
  - 12.1.1 to require the Seller to repair the Goods or to supply replacement Goods or Services at Metclad option to either Metclad or any of its customers in accordance with the Contract as soon as reasonably practicable and in any event within 7 days; or
  - 12.1.2 to reject the Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned shall be paid forthwith by the Seller to either Metclad or any of its customers together with a full refund of all associated costs reasonably incurred;
  - 12.1.3 at Metclad's sole option, and whether or not it has previously required the Seller to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid;
  - 12.1.4 to refuse to accept any further deliveries of the Goods and/or performance of the Services but without any liability to the Seller;
  - 12.1.5 to carry out at the Seller's expense any work necessary to make the Goods and/or Services comply with the Contract;
  - 12.1.6 to recover from the Seller any expenditure incurred by Metclad in obtaining substitute Goods or Services;
  - 12.1.7 to claim on an indemnity basis, such damages as may have been sustained in consequence of the Seller's breaches of the Contract including (without limitation) all additional overheads that it has incurred or loss of profits that it has suffered.

## 13 Subcontractors

- 13.1 In circumstances where Metclad is purchasing the Goods and/or Services in order to fulfil its obligations under a Customer Contract, the provisions of this clause 13 will apply.
- 13.2 The Seller will:
  - 13.2.1 provide the Goods and/or Services in accordance with the terms of the Customer Contract;
  - 13.2.2 refrain from doing or omitting to do anything in respect of the Goods and/or Services that would cause Metclad to be in breach of the Customer Contract;
  - 13.2.3 deal with the Customer in a professional and courteous manner and report to Metclad as soon as reasonably practicable any complaint or query received by the Seller from the Customer in respect of the Goods and/or Services;
  - 13.2.4 refrain during the term of the Contract and for 1 year thereafter providing or offering to provide goods or services to Metclad's customer under a Customer Contract.

- 13.3 Metclad shall be entitled to terminate the Contract immediately on notice to the Seller upon termination for any reason of the Customer Contract and Metclad's sole liability on termination will be to pay for Goods actually delivered or Services completed by the Seller.
- 13.4 If any of the Seller's Personnel fails to comply with these Conditions, Metclad shall be entitled to remove them for the site where the Services are being delivered.

## 14 Status

- 14.1 Nothing in these Conditions is intended to, or shall operate to, create a partnership or employment relationship between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.
- 14.2 The Seller shall be fully responsible for and shall indemnify Metclad for and in respect of: any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law.
- 14.3 The Seller shall further indemnify Metclad against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Metclad in connection with or in consequence of any such liability, deduction, contribution, assessment or claim and any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Seller (if the Seller is an individual) or any of the Seller's Personnel against Metclad arising out of or in connection with the provision of the Services.

## 15 Indemnity

- 15.1 The Seller shall indemnify Metclad in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or reasonably incurred or paid by it as a result of or in connection with:
- 15.1.1 breach of any warranty given by the Seller in relation to the Goods or the Services;
  - 15.1.2 any claim that the Goods or any designs, drawings or components thereof or any Deliverables infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by Metclad;
  - 15.1.3 any liability under the Consumer Protection Act 1987 in respect of the Goods;
  - 15.1.4 any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering and installing the Goods; and
  - 15.1.5 any act or omission of any of the Seller's personnel in connection with the performance of the Services.
- 15.2 The Seller hereby acknowledges that Metclad customers may be based overseas and that costs incurred by Metclad as a result of any breach of warranty in accordance with clause 13.1 herein may include but not be limited to carriage and travel (and associated expenses) to such locations worldwide as may be reasonably necessary for Metclad to rectify any defect associated with the Seller's breach of warranty.
- 15.3 The Seller will indemnify Metclad against all claims, costs, damages and expenses incurred by Metclad as a result of any unlawful or negligent act of omission by the Seller's Personnel including, without limitation, a claim in respect of third party harassment (within the meaning set out in section 40 of the Equality Act 2010) for which Metclad may be found liable.
- 15.4 Nothing in the Contract shall exclude either party's liability for death or personal injury caused by the negligence of its or its employees or agents.

## 16 Insurance

- 16.1 The Seller shall have in force and shall require any subcontractor to have in force:
- 16.1.1 Employers liability insurance in accordance with any legal requirements of the time being in force;
  - 16.1.2 Public liability insurance; and
  - 16.1.3 any other forms of insurance to such sum and range of cover as Metclad specifies in the Order covering at least all matters which the subject of indemnities or compensation obligations under the Conditions in the sum of are not less than one million pounds (£1,000,000) for any one incident and unlimited in total.
- 16.2 The Seller shall at the request of Metclad produce evidence on demand of the existence of the above policies together with satisfactory evidence of payment of premiums.

## 17 Assignment

- 17.1 The Seller shall not be entitled to assign the Contract or any part of it or subcontract any of its obligations under it without the prior written agreement of Metclad.
- 17.2 Metclad shall be entitled to assign the benefits of the Contract to any member or associated venture of the group of companies of which it forms part.

## 18 Confidentiality and Data Protection

- 18.1 Except as provided in clause 16.2, the Seller shall during the duration of the Contract and after its termination (for whatever reason) keep secret and confidential and shall procure that its employees, agents, and subcontractors keep secret and confidential all business and trade secrets and any other information of a confidential nature relating to the processes, affairs, methods, intellectual property, and data of Metclad which it may have received or obtained in the performance of or otherwise as a direct or indirect result of the Contract and the Seller shall not use the same for its own or other's commercial benefit without the prior written consent of Metclad .
- 18.2 The obligations of confidentiality under clause 16.1 shall not apply to the extent that the Seller can prove (to the satisfaction of Metclad), that the confidential information:
- 18.2.1 at the date of the Contract is or becomes public knowledge through no fault of the Seller; or
  - 18.2.2 is known to the Seller prior to the appointment made under the Contract.
- 18.3 If the Seller processes any personal data of which Metclad is the data controller, it will do so only in accordance with Metclad's instructions and will ensure that it has in place appropriate technical and organisational security measures must be taken to prevent unauthorised or unlawful processing, accidental loss of or destruction or damage to such personal data.
- 18.4 In clause 18.3, "personal data", "data controller" and "process" shall have the meanings given to them under the Data Protection Act 1998.

## 19 Force Majeure

- 19.1 In this Agreement, "Force Majeure" shall mean any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including without limitation act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accidents, breakdown of plant or machinery, fire, flood, or storms.
- 19.2 If either party is prevented or delayed in the performance of any of its obligations under the Contract by force majeure, that party shall forthwith serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to force majeure, and shall subject to service of such notice have no liability in respect of the performance of such of



these obligations as are prevented by the force majeure events during the continuation of such events, and for such time after they cease as is necessary for that party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.

- 19.3 If the performance by either party of any of its obligations under the Contract is prevented or delayed by force majeure for a continuous period in excess of 5 working days, the party shall enter into discussions with the other party with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable in the circumstances.
- 19.4 If the performance by either party of any of its obligations under the Contract is prevented or delayed by force majeure for 60 days or more consecutively then the other party shall in its discretion have the right to cancel the Order forthwith on service of written notice upon the party so prevented, in which case neither party shall have any liability to the other except the rights and liabilities which accrued prior to such termination shall continue to exist.

## 20 Disputes

- 20.1 If any dispute arises out of the Contract the parties will attempt to settle it by discussion. In the event that any dispute cannot be settled by discussion the matter shall be referred to each party's Managing Director (or equivalent) to resolve jointly. If the Managing Director (or equivalent) of the parties are unable to resolve the dispute within 28 days of the matter being referred to them then either party shall be entitled to commence proceedings in the Courts of England.
- 20.2 Without prejudice to the provisions of clause 20.1, adjudication, the Scheme for Construction Contracts SI 1998 No 649 (the "Scheme") shall apply except that:
- 20.2.1 for the purposes of the Scheme the Adjudicator shall be the person chosen by the Seller and Metclad by mutual consent or, if mutual consent cannot be reached, such other person appointed as the Adjudicator on the request of the Seller or Metclad by the President or the Vice President of RICS;
- 20.2.2 the responding party to an adjudication shall have no less than 14 days from receipt of a Referral Notice to respond to the Referral Notice;
- 20.2.3 the Adjudicator shall have jurisdiction to determine any matter raised by Metclad in its response to a Referral Notice served by the Seller including, without limitation, any counterclaims, set offs or abatement that the Seller might raise, notwithstanding that the Seller might have failed to serve a notice of intention to pay less pursuant to section 111 of the Housing Grants Construction and Regeneration Act 1996 (the Act);
- 20.2.4 the Referring Party may not rely on any report, statement or opinion which the other party has not had a reasonable opportunity to consider prior to the adjudication and if the Referring Party submits such a document, the Adjudicator will take no account of its contents; and
- 20.2.5 the Adjudicator shall be obliged to give detailed reasons in support of his decision including, without limitation, an express statement of any evidence relied on and any evidence discounted and why;
- 20.2.6 the Adjudicator shall apply the usual rules of evidence for civil proceedings.

## 21 Anti-Bribery

- 21.1 The Seller will:
- 21.1.1 comply with all applicable laws, statutes, regulations [and codes] relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements (Relevant Policies));

- 21.1.2 having in place throughout the term of the Contract its own policies and procedures (including adequate procedures under the Bribery Act 2012) to ensure compliance with the Relevant Requirements and the Relevant Policies;
- 21.1.3 promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract;
- 21.1.4 ensure that any person associated with it (within the meaning set out in the Bribery Act 2010) who is performing Services or providing Goods does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Seller under this clause 19 (Relevant Terms), and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms;
- 21.1.5 certify, on request by Metclad, its compliance with this clause 19.

## 22 Governing Law and Jurisdiction

The Contract shall be governed by and construed in accordance with the law of England and the parties hereby consent to the exclusive jurisdiction of the English courts.