

# Procurement Terms and Conditions

## OHI GROUP - TERMS AND CONDITIONS OF PURCHASE (GOODS & SERVICES)

*The OHI Group legal entity with whom the Supplier shall contract shall be as notified by the representative of OHI Group or its subsidiary.*

*Unless otherwise specifically agreed in writing by OHI Group these terms and conditions shall govern the entire transaction between OHI Group and Supplier (Conditions).*

### 1. INTERPRETATION

#### 1.1 Definitions. In these Conditions, the following definitions apply:

**Confidential Information:** the terms of this Contract and all information and data of whatever nature (whether protected by Intellectual Property Rights or otherwise) belonging to or relating to a party to the Contract or its businesses, activities, affairs, processes, products, services, suppliers, customers or prospective customers disclosed, directly or indirectly (whether in writing, orally or by any other means) by it to the other party before, on or after the date of this Contract.

**Contract:** the contract between OHI Group and the Supplier for the sale and purchase of the Goods and/or Services in accordance with these Conditions and including the Order and Specification.

**Goods:** the goods or any part of them set out in the Order.

**Intellectual Property Rights:** all rights including, without limitation, copyright, patent rights, utility models, rights to inventions, domain names, rights in computer software, service marks, trademarks, rights in goodwill or rights to sue for passing off, design rights, database rights, know-how, trade secrets, technical information, confidential process information, trade and business names, proprietary information and all similar rights whether registered or not and all rights to apply for such registrations, which subsist now or in the future in any part of the world.

**Legislation:** all applicable laws, legislation, statutory instruments, regulations, standards, whether local, national or international in any relevant jurisdiction.

**Order:** OHI Group's order for the Goods and/or Services, as set out in OHI Group's purchase order form OR in OHI Group's written acceptance of the Supplier's quotation, as the case may be.

**Sales Tax:** VAT, GST or any such other similar sales tax applied to the Goods and/or Services.

**Services:** the services or any part of them as set out in the Order.

**Specification:** any specification for the Goods and/or Services, including any related plans and drawings that may be supplied to the Supplier by OHI Group, or produced by the Supplier and agreed in writing by OHI Group.

**Supplier:** the person or firm from whom OHI Group purchases the Goods and/or Services. Where the word "including" is used in this Contract it shall be construed as meaning "including but not limited to".

In the event of any conflict of terms between these Conditions and the Order the terms of these 2

Conditions shall prevail.

## **2. BASIS OF CONTRACT**

- 2.1** 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 trade, custom, practice or course of dealing.
- 2.2** The Contract contains the whole agreement between the parties in respect of the subject matter of the Contract and supersedes all prior written or oral agreements, arrangements and understandings between the parties relating to that subject matter.
- 2.3** The Order constitutes an offer by OHI Group to purchase the Goods and/or Services in accordance with these Conditions and the Order shall be deemed to be accepted on the earlier of:
- (a) the Supplier issuing a written acceptance of the Order quoting the Order number, part numbers, Specification, price and delivery dates; and
  - (b) the Supplier doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence.
- 2.4** The Contract shall be performed according to these Conditions with no amendment, variation, qualification or waiver effective unless in writing and signed by a duly authorized officer of OHI Group.
- 2.5** If OHI Group makes changes to the Order which would amend the price or delivery dates, the Supplier will notify OHI Group of any such change implications within 3 days and will await OHI Group's acceptance of the changes to the payment and/or delivery date.
- 2.6** OHI Group reserves the right to cancel the Order at any time prior to Supplier's acknowledgement of the Order in writing.
- 2.7** The Supplier shall not use OHI Group's name, trademarks or copyright for the purpose of advertisement or publicity without OHI Group's prior written consent.

## **3. THE GOODS**

- 3.1** The Supplier warrants and undertakes, by accepting the Order that Supplier shall:
- (a) perform this Contract, and source, produce and supply the Goods, with all due care and diligence, with the skill expected of a reputable Supplier experienced in the provision of goods to be provided under this Contract, and in compliance with all applicable Legislation and any applicable Specification and the Order;
  - (b) ensure that the Goods supplied by Supplier to OHI Group will be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by OHI Group expressly or by implication and any other purpose in accordance with the best conditions prevalent in the industry and at all times ensure the Goods are stored and transported in conditions that will preserve such Goods in good condition and free from contamination;

- (c) ensure that the Goods are, where applicable, free from defects in design, material and workmanship and remain so for 60 months after delivery;
- (d) obtain and comply in full with all necessary consents, approvals, authorisations, certificates, licences and permissions which it is required to obtain in order to enable it to perform this Contract and its obligations under it;
- (e) be responsible for the order, receipt, examination, inspection and approval of all necessary materials, items and components within the timescale required for the supply of all Goods set out in an Order, to ensure that the requirements of this Contract (including without limitation clause 5 (Delivery, Risk and Title)) are complied with in all respects;
- (f) ensure that the Goods are delivered free from any security, interest or other lien or encumbrance and Supplier has the right to transfer good title to the Goods to OHI Group; and
- (g) ensure the Goods and Services comply in all respects with their description and the Specification and the Order save as provided in these Conditions

**3.2** OHI Group shall have the right to inspect and test the Goods at any time before delivery at the Supplier's place of business, or that of any sub-contractor who may have been approved under condition 16.1 below, at all reasonable times.

**3.3** If following any inspection or testing OHI Group considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, OHI Group shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

**3.4** Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

**3.5** Supplier shall not make any variation or substitution to the Goods without first obtaining OHI Group's prior written consent and having provided OHI Group with independent and documented evidence supporting direct interchangeability between the Goods specified in the Order and the substituted goods.

**3.6** It is incumbent upon the Supplier to notify OHI Group in writing if Supplier becomes aware of any non conforming product or part of the Goods, whether in production or after delivery to OHI Group.

**3.7** The Supplier shall identify goods that are subject to national, foreign or international trade and export control laws and regulations (hereinafter referred to as "Export Regulations") at the time of signature of a Contract or the receipt of an Order. Amendments to such information shall be provided by the Supplier in the event of a change in Export Regulations or an envisaged change of the classification by the relevant governmental authority, and the Supplier shall provide OHI Group with all information concerning such applicable Export Regulations. The Supplier shall not be liable for such changes but should provide reasonable assistance requested by OHI Group to comply with the applicable Export Regulations.

Furthermore, the Supplier will clearly indicate on all delivery notes the export classification determination and the number of the applicable export license or authority, if any, and mark all documentation provided subject to Export Regulations with the appropriate export classification determination and export license number as well as the applicable license, exemptions and distribution restrictions, if any.

**3.8** The Supplier will retain records of all Goods manufactured and/or supplied to OHI Group by Supplier or any sub-contractor of Supplier and shall maintain these records for a period of 6 years after each Order is placed. OHI Group will have a right of inspection of these records upon reasonable notice to Supplier.



#### **4. THE SERVICES**

- 4.1** The Supplier warrants and undertakes, by accepting the Order that Supplier or a duly appointed sub-contractor shall:
- (a) perform the Services in a good and workmanlike fashion and with all due speed, care, skill and diligence; and
  - (b) carry out the Services in accordance with the Contract, with current industry standard code of practice and the highest standards prevailing in the Supplier's industry.
- 4.2** Supplier shall ensure that all of its personnel and sub-contractors are suitably qualified to perform the Services and that all necessary licences, work permits or other authorisations have been obtained.
- 4.3** If any materials which are required by Supplier for the provision of the Services are not delivered fully in accordance with any stipulations in the Contract, Supplier shall immediately effect correct delivery and shall be responsible for any additional costs and/or expenses incurred by either party in doing so.
- 4.4** OHI Group shall have the right during the performance of the Services to suspend any payment obligation in respect of the Services if the performance does not conform in quality with any stipulations in the Contract, Order or Specification or if the performance is delayed.

#### **5. DELIVERY, RISK AND TITLE**

- 5.1** The Supplier shall ensure that:
- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition and in accordance with any applicable Legislation;
  - (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the OHI Group Order number, the type and quantity of the Goods, special storage instructions (if any) and, if the Goods are being delivered by instalments pursuant to clause 5.6 (below), the Supplier shall specify the outstanding balance of Goods remaining to be delivered along with their estimated delivery date; and
  - (c) if the Supplier requires OHI Group to return any packaging material to the Supplier, that fact shall be clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.
- 5.2** The Supplier shall deliver the Goods and/or Services during normal business hours unless otherwise agreed:
- (a) on the date and time specified in the Order, or, if no such date is specified within 28 days of the date of the Order; and
  - (b) to OHI Group's premises at the address stated on the Order or such other location as is set out in the Order, or as instructed by OHI Group prior to delivery.
- 5.3** Delivery of the Goods shall be completed on the completion of unloading the Goods at the delivery location.
- 5.4** If the Supplier delivers more than the quantity of Goods ordered, and OHI Group accepts the delivery, OHI Group will not be obliged to pay for any quantities in excess of those stated on the Order. Any such excess may be dealt with as OHI Group deems necessary at the time and may be returnable at the Supplier's risk and expense.

- 5.5** If the Goods or Services are incorrectly delivered the Supplier shall be responsible for additional expenses incurred in delivering them to the correct point specified in the Contract or as subsequently advised by OHI Group.
- 5.6** The Supplier shall not deliver the Goods and/or Services in instalments without OHI Group's prior written consent. Where it is agreed that the Goods and/or Services are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle OHI Group to the remedies set out in clause 6.
- 5.7** OHI Group shall inspect all Goods within seven (7) days of delivery (or within a reasonable period of time after any latent defect in the Goods becomes apparent) and any found to be damaged or in any way failing to meet the Contract, Order or Specification will not be deemed to have been accepted and will be returned to Supplier for replacement at Supplier's risk and expense, without prejudice to any other rights OHI Group may have.
- 5.8** OHI Group shall be under no responsibility to accept delivery of the Goods and/or Services for which an Order has not been provided by OHI Group. Deliveries of the Goods and/or Services other than in accordance with an Order may (at OHI Group's option) be returned to the Supplier at the Supplier's expense and risk.
- 5.9** Title in the Goods shall pass to OHI Group on the earlier of payment or delivery unless expressly stated otherwise.
- 5.10** Risk in the Goods shall pass to OHI Group on completion of delivery.
- 5.11** The Supplier will repair or replace Goods damaged or lost in transit or during off-loading or stacking free of charge provided OHI Group gives written notice to the Supplier of the damage or loss within a reasonable time after receipt of a delivery note.

## **6. REMEDIES**

- 6.1** If the Goods and/or Services are not delivered on the date they are due or do not comply, however slight, with the undertakings set out in clauses 3 and 4, then, without limiting any of its other rights or remedies, OHI Group shall have the right to any one or more of the following remedies, whether or not it has accepted the Goods and/or Services:
- (a) to terminate the Contract;
  - (b) to reject the Goods and/or Services (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
  - (c) to require the Supplier to repair or replace the rejected Goods and/or Services;
  - (d) to require the Supplier to provide a full refund of the price paid for the rejected Goods and/or Services;
  - (e) to refuse to accept any subsequent delivery of the Goods and or Services which the Supplier attempts to make;
  - (f) to recover from the Supplier any costs incurred by OHI Group in obtaining substitute goods or services from a third party; and
  - (g) to claim any damages for any other costs, loss or expenses incurred by OHI Group which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract including late deliveries.

**6.2** The Supplier shall keep OHI Group indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by OHI Group as a result of or in connection with:

- (a) any claim made against OHI Group for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Goods and/or Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (b) any claim made against OHI Group by a third party arising out of, or in connection with, the supply of the Goods and/or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors;
- (c) any claim made against OHI Group 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 defect in the Goods and/or Services is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (d) any other act or omission of the Supplier or its employees, agents or sub- contractors in supplying, delivering or installing the Goods and/or Services in accordance with the Contract.

This clause 6.2 shall survive termination of the Contract.

**6.3** OHI Group's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

## **7. PRICE AND PAYMENT**

**7.1** The price of the Goods and/or Services shall be:

- (a) the price set out in the Order, or
- (b) if no price has been set out in the Order, the price that has been expressly agreed by OHI Group in writing and in advance of the delivery of the Goods and/or Services; or
- (c) if no price is quoted on the Order and no price has been expressly accepted by OHI Group in accordance with clause 7,1(b), the price set out in the Supplier's published price list in force as at the date the Contract came into existence.

**7.2** The price of the Goods and/or Services shall be fixed for the duration of the Contract and inclusive of all charges including, but not limited to, packaging material, packing, shipping, loading, carriage, insurance and delivery of the Goods and/or Services to the delivery address and any wages, duties, imposts, levies or taxes other than Sales Tax. No extra charges shall be effective unless agreed in writing and signed by OHI Group.

**7.3** OHI Group shall, on receipt of a valid tax invoice from the Supplier, pay to the Supplier such additional amounts in respect of Sales Tax as are chargeable on the supply of the Goods and/or Services.

- 7.4 The Supplier may invoice OHI Group for the Goods and/or Services on, or at any time after the completion of the Services or delivery of the Goods. Except as stated otherwise on the Order, all invoices must be submitted electronically to the OHI Group AP email address.
- 7.5 OHI Group shall pay correctly rendered invoices within 60 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.
- 7.6 If OHI Group, acting reasonably, disagrees with an invoice submitted by the Supplier OHI Group shall be entitled to withhold payment of the disputed amount (without prejudice to any other rights or remedies it may have) pending resolution of the dispute between the parties (each acting in good faith).
- 7.7 If OHI Group fails to make any payment due under the Contract by the due date for payment (**due date**), then OHI Group shall pay interest on the overdue amount at the rate of 1% per annum above Natwest Bank Rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. OHI Group shall pay the interest together with the overdue amount.
- 7.8 OHI Group may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier under the Contract against any amounts payable by it to the Supplier under the Contract.

## 8. INTELLECTUAL PROPERTY

- 8.1 Subject to the provisions of clause 8.2, all Intellectual Property Rights in the Goods and/or Services and any documents, materials, data or information in whatever form provided by Supplier to OHI Group in connection with the Goods and/or Services, shall belong to Supplier. Supplier shall grant OHI Group a royalty free, non-exclusive, worldwide, perpetual licence to use any such rights in connection with the Goods and/or Services as contemplated in this Contract.
- 8.2 The Supplier acknowledges that should any materials, equipment and tools, drawings, specifications, or data be supplied by OHI Group to the Supplier for the Goods and/or Services and their Specifications (**OHI Group Materials**), all Intellectual Property Rights in OHI Group Materials are and shall remain the exclusive property of OHI Group. The Supplier shall keep OHI Group Materials in safe custody at its own risk, maintain them in good condition until returned to OHI Group, and not dispose or use the same other than in accordance with OHI Group's written instructions or authorisation.
- 8.3 The Supplier guarantees compliance of all Goods and/or Services with all patent, trade mark, registered design, unregistered design, copyright or similar law, for use or operation by OHI Group without restriction in any part of the world.



## **9. BUSINESS ETHICS**

- 9.1** The Supplier represents and warrants that it and its agents and subcontractors will comply with all Applicable Laws of the jurisdictions in which it or its agents are conducting business.
- 9.2** The Supplier acknowledges that OHI Group is subject to the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and anti-bribery and anti-corruption Laws in various other jurisdictions. The Supplier will (a) comply in all respects with such laws, including the comparable laws of all jurisdictions where it or its agents are conducting business, (b) provide written certification of its compliance with the foregoing when asked by OHI Group, and (c) cooperate with OHI Group and its designees at the Supplier's expense in any inquiry or investigation of the Supplier or its agents or subcontractors regarding their conduct or alleged conduct relating to compliance or failure to comply with any of the foregoing.
- 9.3** The Supplier warrants that it does not employ children, prison labour, indentured labour, bonded labour or use corporal or other forms of mental and physical coercion as a form of discipline. Moreover, the Supplier agrees that it will not conduct business with vendors employing children, prison labour, indentured labour, bonded labour or who use corporal punishment or other forms of mental and physical coercion as a form of discipline. In the absence of any national or local Law, OHI Group and the Supplier agree to define "child" as less than 15 years of age. If local minimum age law is set below 15 years of age but is in accordance with exceptions under International Labor Organization (ILO) Convention 138, the lower age will apply.
- 9.4** The Supplier acknowledges that OHI Group conducts its business based on a set of values and guidelines for action and behaviour regarding people (including, without limitation, clients, employees, communities impacted by OHI Group's business activities, and shareholders), as set in further detail in OHI Group's website <https://www.omnihelicoptersinternational.com/about> ("OHI Group's Values"), and the Supplier agrees to conduct its business in compliance with OHI Group's Values.
- 9.5** Any breach of the obligations in this clause 9 will constitute grounds for immediate termination of the Order for cause by OHI Group by written notice to the Supplier and no compensation, reimbursement or other payment will be due to the Supplier. Without limiting or waiving any of OHI Group's termination rights, in the event OHI Group has a good faith belief that the Supplier is not performing its obligations in compliance with Applicable Laws or OHI Group's Values, OHI Group may (but shall not be obligated to) provide the Supplier with written notice of such concerns with reasonable detail to enable the Supplier to conduct an investigation. Within thirty (30) of receipt of any such notice, the Supplier shall investigate such concerns and provide to OHI Group a written report of such investigation including a response to each concern raised by OHI Group, the actions to be taken by the Supplier to mitigate such concerns, and the timing for such actions to take place. The Supplier will promptly respond to any other questions or concerns raised by OHI Group upon receipt of such written questions or concerns. If the Supplier fails to conduct such investigation or does not provide OHI Group with assurance that the Supplier is in compliance with Applicable Laws or OHI Group's Values, then OHI Group may terminate the Purchase Order with written notice to the Supplier and no compensation, reimbursement or other payment will be due to the Supplier. Such termination to take effect on the date set forth in the notice.

## **10. SANCTIONS COMPLIANCE**

### **10.1** The Supplier represents and warrants that it is not:

- (a) a Specially Designated National ("**SDN**"), blocked person, and/or denied party;
- (b) owned or controlled by, or acting for or on behalf of, directly or indirectly, a SDN, blocked person, and/or denied parties;
- (c) directly or indirectly owned or controlled by the government of any country (or an agency or instrumentality of the government of any country) that is itself subject to an embargo or sanctions administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**"), U.S. Department of Commerce's Bureau of Industry and Security ("**BIS**"), and other similar regulatory agencies around the world ("**Embargoed Country**"); and
- (d) acting on behalf of a government (or its agencies or instrumentalities) of any Embargoed Country.

### **10.2** The Supplier undertakes and agrees not to engage in any business, deal with, or in anyway be associated with SDNs, blocked persons, denied parties and/or Embargoed Countries (including Cuba, North Korea, Iran, Sudan, Syria, and the Crimean region) for or on behalf of OHI Group, nor will Supplier directly or indirectly source any goods or services used in the supply of Goods to OHI Group from SDNs, blocked persons, denied parties, and/or Embargoed Countries.

### **10.3** The Supplier agrees that it will immediately provide written notice to OHI Group upon the occurrence of any event that would result in a breach of the foregoing. In such case, OHI Group may terminate the Order with notice to Supplier and no compensation, reimbursement or other payment will be due to Supplier.

### **10.4** Notwithstanding the provisions of Clause 14 (Termination), either Party shall be entitled to terminate this Contract immediately if the other Party or any of its affiliates shall, in relation to the Contract, have committed any act on or after the effective date of commencement of the Contract which is an offence under any relevant applicable legislation relating to proper business practices and payment of inducements from time to time in force in the countries where the Products are to be carried out.

## **11. HEALTH AND SAFETY**

### **11.1** The Supplier agrees prior to delivery to provide OHI Group in writing with a list by name and description of any harmful or potentially harmful properties or ingredients in the Goods supplied whether in use or otherwise and thereafter information concerning any changes in such properties or ingredients.

### **11.2** The Supplier shall and shall ensure that its staff and those of any sub-contractor shall, when working on any site in connection with the Contract, comply with all relevant environmental, occupational health and safety legislation and any other appropriate standards, policies and procedures notified by OHI Group from time to time.

## **12. RECORDS AND AUDIT RIGHTS**

- 12.1** The Supplier will keep accurate records of its activities regarding the sourcing, production and/or supply of the Goods and/or Services and will provide copies of these to OHI Group upon request.
- 12.2** The Supplier will permit OHI Group (or its authorised agent/adviser) for the duration of the Contract and 2 years afterwards, to enter its premises and inspect and audit the premises and the Goods in stock as well as any relevant books, records and computer programs relating to the Goods and/or Services, at any time.

## **13. INSURANCE**

During the term of the Contract and for a period of 2 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, employers liability insurance, workers compensation insurance, product liability insurance and public liability insurance to cover such heads and amount of liability as may arise under or in connection with the Contract, and shall, on OHI Group's request, produce both the insurance certificate giving details of cover and proof for the current year's premium has been paid.

## **14. CONFIDENTIAL INFORMATION**

A party (**receiving party**) shall keep in strict confidence all Confidential Information which is disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors,. The receiving party shall only disclose such Confidential Information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors shall keep such information confidential.

## **15. TERMINATION**

- 15.1** OHI Group may terminate the Contract in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. OHI Group shall pay the Supplier fair and reasonable direct costs for work-in-progress at the time of termination, for the avoidance of doubt such compensation shall not include loss of anticipated profits or any consequential loss.
- 15.2** Without prejudice to any other termination rights OHI Group may have, either party may terminate the Contract with immediate effect by giving written notice to the other party if the other party:
- (a) is in material breach of any of these Conditions;
  - (b) ceases to carry on its business or has a liquidator, receiver or administrative receiver appointed over it or any part of its undertaking or assets or passes a resolution for its winding up; or
  - (c) a court of competent jurisdiction makes an administration or liquidation or similar order or it enters into a voluntary arrangement with its creditors or is unable to pay its debts as they fall due or the Buyer reasonably apprehends that any of the events aforementioned is about to occur in relation to the Supplier.
- 15.3** Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

## **16. FORCE MAJEURE**

Neither party shall be liable to the other for any delay or failure in performing its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable, provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract. If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 30 business days, OHI Group may terminate this Contract immediately by giving written notice to the Supplier.

## **17. GENERAL**

### **17.1 Assignment and subcontracting**

- (a) OHI Group may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.
- (b) The Supplier may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without OHI Group's prior written consent.
- (c) When OHI Group has consented to the placing of sub-contracts, the Supplier shall remain responsible for all work done, Goods supplied and Services provided by all sub-contractors and Supplier shall ensure that its contract with the sub-contractor shall contain reciprocal terms and obligations to those contained in these Conditions.

### **17.2 Notices**

- (a) Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing, in English, signed by or on behalf of the party giving it and addressed to that other party at its registered office or principal place of business or such other address as may have been notified pursuant to this provision to the party giving the notice and shall be delivered personally, or sent by pre-paid registered or recorded delivery, commercial courier or fax.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the registered address; if sent by pre-paid registered or recorded delivery, 48 hours after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, 24 hours after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### **17.3 Severance**

If any provision of this Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Contract which shall remain in full force and effect.

### **17.4 Waiver**

Delay in exercising, or a failure to exercise, any right or remedy in connection with this Contract shall not operate as a waiver of that right or remedy. A single or partial exercise of any right or remedy shall not preclude any other or further exercise of that right or remedy, or the exercise of any other right or remedy. A waiver of a breach of this Contract shall not constitute a waiver of any subsequent breach.



**17.5 Third party rights**

A person who is not a party to the Contract shall not have any rights under or in connection with it.

**17.6 Variation**

Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by OHI Group.

**17.7 No partnership**

Nothing in the Contract shall create or be deemed to create a partnership, joint venture or other relationship between the parties other than the contractual relationship expressly provided herein.

**17.8 Time of the essence**

Unless otherwise agreed by the parties in an Order, time is of the essence in relation to the performance of any and all of the Supplier's obligations under this Contract.

**17.9 Governing law and jurisdiction**

The Contract, and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Contacts:

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