

CLYDE & CO

Terms and Conditions of Purchase

- 1 **Introduction**
We are Clyde & Co LLP (**Clyde & Co**), part of the Clyde & Co Group, a global law firm. These Terms are the terms and conditions upon which Clyde & Co purchases products and services for the use and benefit of the Clyde & Co Group in the UK.
- 2 **Definitions**
In these Terms:
- 2.1 unless the context otherwise requires, the following expressions shall have the following meanings:
- Affected Party** has the meaning given in Clause 18.2;
- Associated Entity** means:
- (a) in respect of Clyde & Co, all parent, subsidiary, associated and affiliated entities (including any partnership, company, limited liability partnership or other body corporate or un-incorporate) of Clyde & Co and any other entities (including any partnership, company, limited liability partnership or other body corporate or un-incorporate) Controlled by Clyde & Co LLP or the partners of Clyde & Co LLP on Clyde & Co's behalf; and
- (b) in respect of Supplier, any entity that directly or indirectly Controls, is Controlled by or is under common Control with, Supplier from time to time;
- Business Day** means a day other than a Saturday or Sunday or a bank holiday or public holiday in England and Wales;
- Clyde & Co Assets** has the meaning given in Clause 10.2;
- Clyde & Co Data** means, in respect of a Contract, all data (including Personal Data), information, text, drawings, diagrams, documents and images which are embodied in any electronic or tangible medium and which are:
- (a) made available by or on behalf of any member of the Clyde & Co Group to Supplier, or otherwise accessed, obtained, used, or held by Supplier in connection with the performance of its obligations under the Contract; and/or
- (b) created, generated, modified, maintained, stored and/or otherwise processed by or on behalf of Supplier in connection with the performance of its obligations under the Contract;
- Clyde & Co Group** means Clyde & Co and the Clyde & Co Associated Entities;
- Clyde & Co Policies** means the policies, procedures and compliance requirements of the Clyde & Co Group notified by Clyde & Co to Supplier from time to time, which shall include the Supplier Code of Conduct;
- Clyde & Co Premises** means premises owned, leased, licensed, or occupied by any member of the Clyde & Co Group;
- Confidential Information** means:
- (a) in respect of either Party, all information (whether written, oral or in electronic form) concerning the business and affairs of the Party or its Associated Entities; and
- (b) in respect of Clyde & Co and in addition to the information referred to in subparagraph (a) of this definition:
- (i) all information (whether written, oral or in electronic form) concerning the business, affairs and (actual, prospective and former) clients of the Clyde & Co Group, together with the business and affairs of such clients (including all information concerning the legal and other matters upon which members of the Clyde & Co Group advise such clients on from time to time); and
- (ii) the Clyde & Co Data,
- in each case that the other Party obtains or receives as a result of the discussions leading up to or the entering into or the performance of a Contract;
- Contract** has the meaning given in Clause 4.2;
- Control** means the possession, directly or indirectly, of the power (whether by way of ownership of shares, proxy, contract, partnership agreement, agency or other agreement or arrangement) to: (i) cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a meeting of a person; (ii) appoint or remove all, or the majority, of the partners, management, directors or other equivalent officers of a person; and/or (iii) give directions (whether in respect to actions, policy or otherwise) with which the partners, management, directors or other equivalent officers of a person are obliged to comply (whether by contract or through the ownership of voting securities, including the ownership of more than 50% of the voting equity, partnership or similar interest in such person), and
- Controls and Controlled** shall be construed accordingly;
- Controller** means a person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;
- Data Protection Laws** means all Regulations relating to the Processing of Personal Data;
- Data Subject** means the individual to which the Personal Data relates;
- Deliverables** means, in respect of a Contract, any materials, items, documents or deliverables prepared by or on behalf of Supplier, or otherwise delivered to Clyde & Co, as part of the provision of any services pursuant to the Contract;
- Domestic Law** means any law of the UK or of a part of the UK;
- Force Majeure Event** means, in respect of an Affected Party, an act, event or circumstance (other than lack of funds) which is beyond the reasonable control of the Affected Party, including an act of God, war or threat of or preparation for war, armed conflict, flood, earthquake, windstorm, or other natural disaster, sabotage, riot, insurrection, civil commotion, civil unrest, martial law, major systems failure (except that the failure of systems controlled by the Affected Party (or its sub-contractors) shall not constitute a Force Majeure Event) strike or other industrial dispute (except that an industrial dispute, strike or other action involving (where Clyde & Co is the Affected Party) only employees of the Clyde & Co Group or (where Supplier is the Affected Party) only the Supplier Personnel shall not constitute a Force Majeure Event), pandemic, quarantine, nuclear, chemical or biological radiation or radioactive contamination;
- Good Industry Practice** means using standards, practices, methods and procedures and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances;
- Parties** means Supplier and Clyde & Co and Party shall mean either Supplier or Clyde & Co, as the context so requires;
- Personal Data** means any information relating to an identified or identifiable living individual;
- Personal Data Breach** means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data;
- Processing** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, and **Process, Processes and Processed** shall be construed accordingly;
- Processor** means a person which Processes Personal Data on behalf of a Controller;
- Regulations** means all applicable laws, statutory and other rules, regulations, instruments and provisions in force from time to time, including the rules, codes of conduct, codes of practice, guidance, practice requirements and accreditation terms stipulated by any Regulatory Authority from time to time;
- Regulatory Authorities** means competent regulatory authorities that have responsibility for regulating the businesses of either Party (and, in the case of Clyde & Co, any other members of the Clyde & Co Group), which in respect of the Clyde & Co Group, includes: the Solicitors Regulation Authority; the UK's Information Commissioners Office; and the Law Society of Scotland;
- Residual Emissions** means GHG Emissions that are emitted after all reasonable efforts have been made by the Company to reduce GHG Emissions from all operations.
- Restricted Person** means any person who from time to time (i) is named on a Sanctions List; (ii) is Controlled by, or acts on behalf of, a person named on a Sanctions List; (iii) is located or incorporated in a Sanctioned Country; or (iv) is otherwise the target or subject of Sanctions;
- Sanctioned Country** means a country, territory or region which is, or whose government is, the subject of Sanctions;
- Sanctions** means any economic or financial sanctions or trade embargoes imposed, administered, or enforced from time to time by any Sanctions Authority;
- Sanctions List** means a list of specifically designated nationals or designated persons held or administered by a Sanctions Authority;
- Sanctions Authority** means any competent sanctions authority, including the UK, European Union, any European Union member state, United Nations and its Security Council and the US government, together with any government entity of any such sanctions authorities, such as the US Department of State, the Office of Foreign Assets Control and Her Majesty's Treasury;
- Sub-processor** has the meaning given in Clause 11.3(h);
- Supplier** means any person who enters into a Contract with Clyde & Co in accordance with Clause 4.2;
- Supplier Code of Conduct** means the Clyde & Co Group's Supplier Code of Conduct, as updated and provided by Clyde & Co to Supplier from time to time;
- Supplier Personnel** means all persons engaged in the carrying out of Supplier's obligations under a Contract; and
- Terms** means these terms and conditions, which are Clyde & Co's standard terms and conditions of purchase;
- 2.2 words importing the singular shall include the plural and vice versa and words importing **persons** shall include bodies corporate, unincorporated associations and partnerships;
- 2.3 any reference to a **statute**, statutory provision or subordinate legislation is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;
- 2.4 any phrase introduced by the terms **including, include, in particular, such as** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 2.5 references to **Clauses** are references to clauses of these Terms and headings are included for ease of reference only and shall not affect the interpretation or construction of these Terms.
- 3 **Application**
Unless there is a specific, prior written contract in force between Clyde & Co and Supplier, in respect of the sale and purchase of the relevant products and/or services, these are the terms and conditions, as updated from time to time by notice to Supplier, upon which Clyde & Co is willing to buy products and/or services from Supplier and they will apply to all dealings between Clyde & Co and Supplier to the exclusion of all other terms and conditions which Supplier may purport to apply under any quotation, offer, confirmation of order or similar document. No variation to these Terms will be binding unless confirmed in writing by Clyde & Co.
- 4 **Orders**
- 4.1 Clyde & Co makes an offer for the purchase of products and/or services by submitting either a valid Clyde & Co purchase order, or a valid email confirming Clyde & Co's offer to purchase, to Supplier. A purchase order or confirmatory email will, as a minimum, specify the type and number of products and the details of any services Clyde & Co wishes to buy and the price Clyde & Co is willing to pay for those products and/or services. A purchase order or confirmatory email will only be valid if it is submitted or sent, as applicable, by an authorised representative of Clyde & Co. If Supplier is uncertain as to whether a purchase order or confirmatory email is valid, Supplier shall contact an authorised representative of Clyde & Co for written confirmation that the purchase order or confirmatory email is valid. Clyde & Co will not be deemed to make a valid offer to Supplier for the purchase of products and/or services unless it is made in accordance with this Clause 4.1. All offers made by Clyde & Co under these Terms are made on a non-exclusive basis.
- 4.2 Supplier must notify Clyde & Co of its unconditional acceptance or rejection of Clyde & Co's offer within five days of the date the offer is made by Clyde & Co or such other period as Clyde & Co may agree in writing (including by email). If Clyde & Co does not receive Supplier's acceptance or rejection of Clyde & Co's offer within five days of the date Clyde & Co makes the offer, or Supplier starts to perform the relevant services or supply the relevant products, then Supplier will be deemed to have unconditionally accepted Clyde & Co's offer. Any attempt by Supplier to accept Clyde & Co's offer on terms that are different to Clyde & Co's original offer as set out in its purchase order or confirmatory email, as applicable, will be deemed to be a rejection of Clyde & Co's original offer. It is at the moment Supplier unconditionally accepts Clyde & Co's offer that a contract (**Contract**) is made between Supplier and Clyde & Co for the supply of the products and/or services specified in the purchase order or confirmatory email, as applicable. Each Contract is subject to these Terms to the exclusion of all other terms and conditions (including any terms and conditions which Supplier may purport to apply under any quotation, offer, confirmation of order or similar document).

- 4.3 If, in respect of a Contract, there is any conflict or ambiguity in the provisions of the Contract, then the following order of decreasing precedence shall apply: (i) the provisions of the Clyde & Co purchase order or confirmatory email, as applicable, and (ii) the provisions of these Terms.
- 4.4 If Supplier rejects, or is deemed to reject, Clyde & Co's original offer but supplies the products and/or services specified in Clyde & Co's purchase order or confirmatory email, as applicable, then Clyde & Co may in its discretion accept those products and/or services and Clyde & Co's original offer and these Terms will be deemed to apply to such supply.
- 4.5 Clyde & Co retains the right to have any and all products and/or services supplied to Clyde & Co pursuant to an offer that is not, or is not deemed to be, a valid offer removed and/or cancelled at Supplier's sole expense.
- 4.6 Clyde & Co may cancel (terminate) a Contract (or any part thereof) in respect of all or any of the:
- products to be delivered under the Contract by giving Supplier notice of the cancellation at any time before those products (or any part thereof) have been delivered; and/or
 - services to be performed under the Contract by giving Supplier notice of the cancellation at any time before those services (or any part thereof) have been performed, and Clyde & Co will not be liable to pay for those products and/or services that have been so cancelled in accordance with this Clause 4.6.
- 5 Supply of products**
- 5.1 In respect of a Contract, and irrespective of whether Clyde & Co has accepted any products supplied by Supplier pursuant to the Contract, Supplier shall ensure that each product Supplier supplies to the Clyde & Co Group under the Contract:
- is properly and securely packed in accordance with the currently applicable national and international standards;
 - corresponds with (i) its description and any applicable specification set out (or referred to) in Clyde & Co's purchase order or confirmatory email, as applicable; and (ii) any relevant samples;
 - is of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by Supplier or made known to Supplier by Clyde & Co (expressly or impliedly) prior to or at the time the Contract is made;
 - unless agreed otherwise by Clyde & Co in writing, is new and, where appropriate, carries the UKCA (UK Conformity Assessed) marking or, for so long as the CE marking remains valid in the UK in respect of the relevant products, the "CE" marking;
 - is free from defects in design, materials and workmanship and remain so for 12 months after the date of delivery; and
 - complies with all Regulations relating to the manufacture, labelling, packaging, storage, handling and delivery of the products.
- 5.2 In respect of a Contract, Supplier shall ensure that (i) it has the legal right to sell the products to Clyde & Co; and (ii) the products Supplier supplies, and any person's use of the same, does not infringe any third party rights (including any intellectual property rights). Supplier shall also advise Clyde & Co in writing (which may be by email) of any hazards relating to the transport, handling, storage, and/or use of each type of product supplied under a Contract.
- 5.3 Supplier shall deliver the products under a Contract on the date, to the destination and during the delivery hours specified in Clyde & Co's purchase order or confirmatory email, as applicable, for the Contract. Where no delivery date, destination and/or delivery time is specified in the purchase order or confirmatory email, Supplier shall deliver the products during Clyde & Co's normal business hours within 10 days of the date the Contract is made in accordance with Clause 4 to the destination notified to Supplier by Clyde & Co or otherwise in accordance with Clyde & Co's written instructions. A delivery note quoting the number of the purchase order must accompany each delivery of products.
- 5.4 Supplier shall not deliver products under a Contract in instalments without Clyde & Co's prior written consent. Clyde & Co may treat any delivery of products in instalments without its prior written consent as an irremediable material breach of the Contract and terminate the Contract in accordance with Clause 15.
- 5.5 If products are to be delivered under a Contract in instalments, then the Contract will be treated as a single contract and will not be severable. If Clyde & Co's purchase order or confirmatory email, as applicable, for the Contract includes specific details about how products are to be delivered (for example "x" number of products to be delivered on each pallet or in each box) then Supplier shall ensure that its delivery complies with those details.
- 5.6 In respect of each product (to be) supplied by Supplier pursuant to a Contract, risk of loss of or damage to the product will pass to Clyde & Co upon delivery in accordance with the Contract. Title to each such product will pass to Clyde & Co upon delivery unless payment for the product is made prior to delivery, in which case title to the product will pass to Clyde & Co at the time payment is made.
- 6 Performance of services**
- 6.1 In respect of a Contract, and irrespective of whether Clyde & Co has accepted any services (including any Deliverables) provided by Supplier pursuant to the Contract, Supplier shall, in respect of all services it performs for the Clyde & Co Group under the Contract:
- be responsible for providing at its own cost and expense all the personnel necessary to perform the services in accordance with the provisions of the Contract;
 - use appropriately experienced, qualified and trained are appropriately experienced, qualified and trained (including in, but not limited to confidentiality, data protection, cyber-security, anti-bribery and corruption, and information security) personnel to perform the services that are familiar, where appropriate, with Clyde & Co's requirements under the Contract;
 - ensure that the services (including any Deliverables) correspond with any services description and/or specification set out (or referred to) in Clyde & Co's purchase order or confirmatory email, as applicable;
 - comply with any reasonable instructions given to it from time to time by Clyde & Co concerning the provision of the services within a reasonable period of the instructions being given (taking into account the nature and extent of the instructions);
 - in providing the services, act in good faith and co-operate fully, and procure that each of its employees, agents and sub-contractors co-operate fully, with the Clyde & Co Group's employees, agents and sub-contractors; and
- observe fully all reasonable requirements and procedures notified to Supplier by any member of the Clyde & Co Group, including any health and safety and security requirements.
- 6.2 All rights (including intellectual property rights) created by Supplier in the performance of the services under a Contract shall be the property of Clyde & Co. To the extent that Supplier acquires any rights (including intellectual property rights) in the performance of such services, Supplier hereby assigns those rights to Clyde & Co (by way of present and, where appropriate, future assignment) with full title guarantee and Supplier shall promptly do all such further acts and execute such additional documents as Clyde & Co may reasonably request from time to time for the purposes of giving effect to such assignment.
- 6.3 In respect of a Contract, Supplier shall ensure that the services Supplier supplies to the Clyde & Co Group and any person's use of the same do not infringe any third party rights (including any intellectual property rights).
- 6.4 Supplier shall perform services under a Contract within the period stated on Clyde & Co's purchase order or confirmatory email, as applicable, for the Contract. Where the services are to be performed at any Clyde & Co Premises then Supplier will carry them out during Clyde & Co's usual business hours. If the purchase order or confirmatory email does not specify a date by when the services are to be completed, then Supplier must complete them within a reasonable time of the date when the Contract is made or otherwise in accordance with Clyde & Co's written instructions.
- 6.5 If services under a Contract are provided in instalments, then the Contract will be treated as a single contract and will not be severable. If the purchase order or confirmatory email, as applicable, for the Contract includes specific details about how the services are to be delivered, then Supplier shall ensure that its performance of the services complies with those details.
- 7 Problems with products or services**
- 7.1 Clyde & Co will not be deemed to have accepted any:
- products under a Contract until Clyde & Co has had a reasonable amount of time to inspect them following delivery; or
 - services (including any Deliverables) under a Contract until Clyde & Co has had a reasonable amount of time to inspect the results and output of the services (including any Deliverables) following performance, or, if later, and in each case, within a reasonable time after Clyde & Co becomes aware of any latent defect in connection with the same.
- 7.2 If, in respect of a Contract, any products or services (including any Deliverables) are not supplied or performed in accordance with the terms of the Contract then Clyde & Co may, in addition to its other rights (and irrespective of whether Clyde & Co has accepted such products and/or services):
- refuse to accept any subsequent delivery of products or services (including any Deliverables) which Supplier attempts to make;
 - require a refund from Supplier of sums paid in advance for products or services that Supplier has not provided;
 - recover from Supplier any costs incurred by Clyde & Co in obtaining substitute products or services from a third party;
 - require Supplier to repair the products or to supply replacement products or services (including Deliverables) in accordance with the Contract;
 - claim damages for any additional costs, loss or expenses incurred by Clyde & Co which are in any way attributable to Supplier's failure to carry out its obligations under the Contract; and/or
 - terminate the Contract in accordance with Clause 15 and require the repayment of any part of the charge that Clyde & Co has paid Supplier for the products and services.
- 8 Charges**
- 8.1 If, in respect of a type of product or service, Clyde & Co has agreed a standard charge with Supplier that will apply to that type of product or service, as applicable, then the charge for the type of product or service, as applicable, under a Contract shall be the agreed standard charge. If, in respect of a type of product or service, Clyde & Co has not agreed a standard charge with Supplier for that type of product or service, the charge for the type of product or service under a Contract shall be the charge for the type of product or service set out in Clyde & Co's purchase order, or confirmatory email, as applicable, for the Contract.
- 8.2 The charges for products and services set out in Clause 8.1 will apply irrespective of any charges or prices that Supplier may include on any quotation, offer, confirmation of order or similar document.
- 8.3 In respect of a Contract, all charges are:
- exclusive of any applicable value added tax (which will be payable by Clyde & Co subject to Clyde & Co receiving a valid value added tax invoice from Supplier); and
 - inclusive of all charges for packaging, packing, insurance and delivery of the products and any duties, taxes or levies other than value added tax.
- 8.4 Details of the charges Clyde & Co pays Supplier for products and/or services under a Contract shall be treated by Supplier as information of a confidential nature.
- 8.5 In respect of a Contract, except as otherwise expressly set out in the Contract:
- the charges payable by Clyde & Co to Supplier shall be inclusive of all out-of-pocket expenses and other costs which may be incurred by Supplier or any Supplier Personnel in connection with the supply of products and/or performance of services; and
 - each of Clyde & Co and Supplier shall bear its own costs and expenses incurred in respect of its compliance with its obligations under the Contract.
- 9 Payment**
- 9.1 In respect of a Contract, unless otherwise stated in Clyde & Co's purchase order or confirmatory email, as applicable, for the Contract:
- Supplier may invoice Clyde & Co for the products Clyde & Co orders at any time after delivery of the products;
 - Supplier may invoice Clyde & Co for the services Clyde & Co orders at any time after completion of the services;
 - Clyde & Co will pay all undisputed sums set out in an invoice within 30 days of receiving it; and
 - Clyde & Co will make payment in pounds sterling.
- 9.2 Each invoice submitted under a Contract must refer to the products supplied or services performed and state the unique purchase order number to which it relates.

- 9.3 In respect of a Contract, Clyde & Co may withhold payment of any disputed sums and Clyde & Co may deduct from any monies Clyde & Co owes Supplier under the Contract any monies Supplier owes any member of the Clyde & Co Group.
- 9.4 If payment is not made when due under a Contract pursuant to this Clause 9, Supplier may charge interest at 3% per annum above the base rate of the Bank of England at the time on all such unpaid amounts in relation to the period between the date payment becomes overdue and the date payment is made in full.
- 10 Assets, systems and premises**
- 10.1 In respect of a Contract, Supplier shall be responsible for providing at its own cost and expense all the assets, premises, equipment and tools necessary to perform the services or supply the products in accordance with the Contract, other than any Clyde & Co Assets or any Clyde & Co Premises.
- 10.2 Clyde & Co may, in respect of a Contract and in its discretion, supply Supplier with information, materials, Clyde & Co Data, assets, equipment and tools in connection with Supplier's supply of products and/or provision of services to the Clyde & Co Group (**Clyde & Co Assets**).
- 10.3 All Clyde & Co Assets are and will remain at all times property of the Clyde & Co Group and Supplier shall, in respect of a Contract, return all Clyde & Co Assets (and all copies Supplier has made of all or any part of Clyde & Co Assets) to Clyde & Co on demand and, in any event, on termination of the Contract. Supplier may use Clyde & Co Assets only for the purpose of supplying products and/ or providing services to the Clyde & Co Group and Supplier shall:
- (a) maintain Clyde & Co Assets in good order and condition and make good any loss or damage to Clyde & Co Assets; and
- (b) comply with any and all reasonable instructions, conditions and security requirements in relation to its use of Clyde & Co Assets as shall from time to time be notified in writing (including by email) to Supplier by Clyde & Co.
- 10.4 In relation to Clyde & Co Premises that any member of the Clyde & Co Group permits Supplier to enter to enable it to supply the products or carry out the services under a Contract, Supplier shall ensure that all persons supplying the products or carrying out the services on such premises:
- (a) comply with the security and safety policies and regulations from time to time in force on those premises and all instructions of the Clyde & Co Group notified to Supplier in relation to its access to such premises (including the removal of any persons where required by Clyde & Co); and
- (b) leave such premises in no worse condition than the condition of the premises prior to the commencement of the supply of products or provisions of the services (fair wear and tear excepted).
- 10.5 Clyde & Co reserves the right to refuse entry to any of Clyde & Co Premises to any person(s) supplying products or carrying out services where Clyde & Co considers such admission to be undesirable, such refusal not to be vexatiously or spuriously exercised.
- 11 Data protection**
- 11.1 In respect of a Contract, the Contract may require the Processing of Personal Data by Supplier on behalf of members of the Clyde & Co Group. In such circumstances, the relevant member of the Clyde & Co Group (i) alone shall determine the purposes for which and the manner in which Personal Data will be Processed by Supplier on behalf of that member of the Clyde & Co Group under the Contract; and (ii) shall be the Controller and Supplier shall be the relevant member of the Clyde & Co Group's Processor in respect of all such Personal Data.
- 11.2 Where, under or in connection with a Contract, Supplier Processes Personal Data on behalf of members of the Clyde & Co Group, Supplier shall Process Personal Data on behalf of the relevant member of the Clyde & Co Group in connection with the provision of the products and/or services under the Contract for the duration of the Contract. The Personal Data Supplier Processes will be Personal Data collected by or provided to Supplier in connection with the provision of the products and/or services and, unless otherwise stated in Clyde & Co's purchase order or confirmatory email, as applicable, for the Contract will:
- (a) be Personal Data of the Clyde & Co Group's staff, clients, contractors and clients' and contractors' staff; and
- (b) consist of non-sensitive types of Personal Data, such as the Data Subjects' names, addresses and email addresses, together with any other types of Personal Data that are required to be processed in connection with the provision of the products and/or services.
- 11.3 Where, under or in connection with a Contract, Supplier Processes Personal Data on behalf of a member of the Clyde & Co Group as its Processor, Supplier shall:
- (a) comply with its obligations as a Processor under the Data Protection Laws to which Supplier is subject;
- (b) Process the Personal Data only (i) on the written instructions of the member of the Clyde & Co Group and to the extent reasonably necessary for the performance by Supplier of its obligations under the Contract; or (ii) as otherwise required by any law to which Supplier is subject, in which case Supplier shall inform the member of the Clyde & Co Group of that legal requirement before Processing the Personal Data (unless that law, on important grounds of public interest, prohibits Supplier from informing the member of the Clyde & Co Group);
- (c) immediately inform the member of the Clyde & Co Group if, in its opinion, Processing the Personal Data in accordance with a written instruction received from the member of the Clyde & Co Group or in the performance of its obligations under the Contract infringes Data Protection Laws to which either the member of the Clyde & Co Group or Supplier (in its capacity as a Processor) is subject;
- (d) not sell the Personal Data;
- (e) not disclose the Personal Data to any person except as required or permitted by the Contract or with the member of the Clyde & Co Group prior written consent;
- (f) ensure that all persons authorised by Supplier to Process the Personal Data (including Supplier Personnel) (i) Process the Personal Data in accordance with the provisions of the Contract and, in particular, this Clause 11.3; and (ii) are under an appropriate contractual or other legal obligation to keep the Personal Data confidential;
- (g) taking into account the state of the art, the nature, scope, context and purposes of the Processing and the risks to Data Subjects, implement appropriate technical and organisational measures to ensure the security of the Personal Data and prevent Personal Data Breaches;
- (h) not engage another Processor to Process the Personal Data on behalf of the member of the Clyde & Co Group (**Sub-processor**) except with the member of the Clyde & Co Group prior written consent;
- (i) prior to engaging a Sub-processor, enter into a written contract with the Sub-processor that imposes on the Sub-processor obligations that are the same as, or more onerous than, the obligations imposed on Supplier under this Clause 11. Supplier shall remain fully liable and responsible for all acts and omissions of its Sub-processors and the acts and omissions of those employed or engaged by its Sub-processors as if they were its own;
- (j) not transfer or Process the Personal Data outside the UK, nor disclose the Personal Data to any party located outside the UK, except with the member of the Clyde & Co Group prior written consent. Where such consent is given by the member of the Clyde & Co Group, Supplier shall take such actions and enter into such written agreements as the member of the Clyde & Co Group may require in order to help ensure that such transfer, disclosure, or Processing complies with the Data Protection Laws to which the member of the Clyde & Co Group is subject;
- (k) provide such assistance and co-operation as the member of the Clyde & Co Group may require from time to time in relation to the Personal Data to help the member of the Clyde & Co Group comply with its obligations under the Data Protection Laws to which it is subject, including its obligations in relation to: (i) keeping Personal Data secure; (ii) dealing with Personal Data Breaches; (iii) carrying out data protection impact assessments; and (iv) dealing with requests from Data Subjects to exercise their legal rights in relation to their Personal Data. This shall include Supplier putting in place appropriate technical and organisational measures and entering into such other written agreements as may be required by the member of the Clyde & Co Group from time to time to enable the member of the Clyde & Co Group to comply with the Data Protection Laws to which it is subject;
- (l) notify the member of the Clyde & Co Group without undue delay after, and in any event within 24 hours of, becoming aware of a Personal Data Breach in respect of the Personal Data. Any such notification shall be made by email to DataBreachNotification@clydeco.com and followed-up by a telephone call to the Clyde & Co representative (or any other suitable Clyde & Co staff member who is involved in the performance of this Agreement or the relevant Contract where the Clyde & Co representative cannot immediately be reached);
- (m) at the member of the Clyde & Co Group's option, permanently and securely delete or return to the member of the Clyde & Co Group all the Personal Data promptly on termination of the Contract and delete any existing copies of the Personal Data save to the extent that Supplier is required to retain copies of the Personal Data by any law to which Supplier is subject;
- (n) make available to the member of the Clyde & Co Group all information necessary to demonstrate its compliance with its obligations under this Clause 11.3 and allow for and contribute to audits, including inspections, conducted by the member of the Clyde & Co Group or its representatives;
- (o) co-operate with and assist the member of the Clyde & Co Group dealings with Regulatory Authorities to the extent the same are connected to the processing of Personal Data under or in connection with the Contract;
- (p) co-operate with and assist the data protection officer(s) appointed by the Clyde & Co Group in connection with the processing of Personal Data under or in connection with the Contract;
- (q) not retain, Process, or disclose the Personal Data outside of the direct relationship between the Parties or for any commercial purpose other than the performance by Supplier of its obligations under the Contract; and
- (r) in the event Supplier intends on transferring its assets to a third party as part of a merger, acquisition, bankruptcy, or other transaction in which a third party will assume control of all or part of the Personal Data, provide the member of the Clyde & Co Group with prior written notice of such intention and shall ensure that the Personal Data is excluded from Supplier's assets for the purpose of any such merger, acquisition, bankruptcy, or other transaction.
- 11.4 In respect of the Personal Data Supplier Processes on behalf of a member of the Clyde & Co Group as its Processor under the Contract, Supplier shall notify the member of the Clyde & Co Group of any:
- (a) complaint, notice or other communication it receives that relates to the Personal Data or to Supplier's or the member of the Clyde & Co Group compliance with the Data Protection Laws to which it is subject; or
- (b) request it receives from a Data Subject to exercise its legal rights in relation to the Personal Data,
- within 48 hours of Supplier's receipt of the complaint, notice, communication or request. Any such notification shall be made by email to DataBreachNotification@clydeco.com. To the extent permitted by law, Supplier shall not respond to the complaint, notice, communication or request without first consulting with the member of the Clyde & Co Group.
- 11.5 Clyde & Co is agreeing the provisions of this Clause 11 for the benefit of the Clyde & Co Group. In relation to the Personal Data Supplier Processes on behalf of a member of the Clyde & Co Group as its Processor under the Contract:
- (a) Clyde & Co will be acting as the agent of the member of the Clyde & Co Group in respect of the provisions of this Clause 11;
- (b) Supplier shall be entitled to rely upon any written instructions, authorisations, consents, or approvals provided to it by Clyde & Co in relation to such Processing; and
- (c) Supplier shall be entitled to correspond and deal directly with, and notify, Clyde & Co in relation to such Processing, rather than having to correspond and deal directly with, and notify, the member of the Clyde & Co Group.
- 11.6 Notwithstanding Clause 11.5, each member of the Clyde & Co Group shall be entitled to correspond and deal directly with, and provide written instructions directly to, Supplier in relation to the Personal Data Supplier Processes on behalf of it as its Processor in relation to the Contract.
- 11.7 Supplier acknowledges and understands that Personal Data relating to Supplier's employees, agents and contractors may be Processed by certain members of the Clyde & Co Group in connection with the Contract as a Controller. Supplier shall inform each such Data Subject that its Personal Data may be processed by the Clyde & Co Group in connection with the Contract in the manner and for the purposes described in (i) Clyde & Co Group's Privacy

Notice, available at <https://www.clydeco.com/en/legal-and-privacy/privacy>; and (ii) any other privacy notices applicable to the Data Subject which are provided or made available to Supplier by Clyde & Co from time to time.

12 Confidentiality

12.1 Each Party shall hold in confidence all Confidential Information of the other Party.

12.2 Neither Party shall disclose to any third party any Confidential Information in relation to the other Party save as expressly set out in Clause 12.4 or with the prior express written permission of the other Party.

12.3 The provisions of Clauses 12.1 and 12.2 shall not apply to any information which:

- (a) is or becomes public knowledge other than by breach of this Clause 12;
- (b) is already in the possession of a Party without restriction in relation to disclosure before the date of its receipt from the other Party or one of its Associated Entities; or
- (c) is received from a third party (who, for the avoidance of doubt, is not an Associated Entity of the receiving Party) who lawfully acquired or developed it and who is under no obligation restricting its disclosure.

12.4 A Party may disclose Confidential Information in relation to the other Party:

- (a) to those of its officers, employees, professional advisers (including its auditors and legal advisers), insurers, Associated Entities, or agents or sub-contractors as may be reasonably necessary for the purpose of fulfilling its obligations under a Contract or, in the case of professional advisers and insurers, for use in their professional capacity, provided that before any such disclosure that Party shall make such officers, employees, professional advisers, insurers, Associated Entities, or agents or sub-contractors aware of its obligations of confidentiality under the Contract and shall at all times procure compliance by those persons with them; or
- (b) where such disclosure is required by any law, court order or Regulatory Authority.

12.5 Without prejudice to the other rights of the disclosing Party, in the event of an unauthorised disclosure or use of its Confidential Information occurring directly or indirectly through disclosure made to the receiving Party, the receiving Party shall (as soon as it becomes aware of the same) notify the disclosing Party of such unauthorised disclosure and use all reasonable endeavours to assist the disclosing Party in recovering and preventing the use of, dissemination, sale or other disposal of such Confidential Information.

12.6 No media releases, public announcements or public disclosures by Supplier or its employees, agents or sub-contractors relating to a Contract may be made without the prior written approval of Clyde & Co.

13 Business continuity

In respect of a Contract, Supplier shall have in place a business continuity plan and a disaster recovery plan that is appropriate in the context of its obligations under the Contract and its business and shall implement it in accordance with its terms.

14 Compliance

14.1 In respect of a Contract, Supplier shall:

- (a) ensure that it has the legal right to supply the products to the Clyde & Co Group and/or perform the services for the Clyde & Co Group;
- (b) ensure that it has obtained and shall maintain for the duration of the Contract all requisite regulatory and supervisory consents, licences, registrations and approvals necessary for it to carry out its obligations under the Contract; and
- (c) perform all of its obligations under the Contract in accordance with (i) the terms and conditions of the Contract; (ii) Good Industry Practice; and (iii) the Regulations (and all changes thereto).

14.2 In respect of a Contract, Supplier shall (i) comply, and shall procure that its employees, agents and sub-contractors comply, with Clyde & Co Policies; and (ii) report to Clyde & Co any alleged or suspected violation of any Clyde & Co Policy as soon as reasonably practicable.

14.3 Supplier warrants and undertakes that:

- (a) neither Supplier, nor any of its Associated Entities, nor any of the Supplier Personnel, shall (i) be a Restricted Person; (ii) be Controlled by, or Control, a Restricted Person; or (iii) act on behalf, or for the benefit, of a Restricted Person;
- (b) neither Supplier, nor any of its Associated Entities, nor any of the Supplier Personnel, shall be located within a Sanctioned Country; and
- (c) Supplier and each of its Associated Entities shall comply with all Sanctions.

14.4 In respect of a Contract, each Party shall (i) comply with all Regulations relating to anti-bribery (including the UK Bribery Act 2010), anti-corruption, modern slavery (including the UK Modern Slavery Act 2015) and environmental protection and sustainability; and (ii) have and will maintain in place throughout the term of the Contract adequate policies and procedures to help ensure its, and its associated persons', compliance with such Regulations and will enforce them where appropriate.

14.5 Supplier shall not, in respect of a Contract, engage in any activity, practice, or conduct which would constitute a UK or foreign tax evasion facilitation offence under the UK Criminal Finances Act 2017 and shall immediately report to Clyde & Co any request or demand from a third party to facilitate the evasion of tax, or any concerns that such a request or demand may have been made.

14.6 The supplier shall, as reasonably requested by Clyde & Co and no more than annually, provide Clyde & Co with information without undue delay for ad hoc or periodic due diligence on Supplier's organisation, such as Supplier's carbon emissions targets and data, via Clyde & Co's risk management platform or email correspondence.

15 Term and Termination

15.1 In respect of a Contract, the Contract shall commence on the date that it is made in accordance with Clause 4.2 and shall remain in full force and effect until terminated in accordance with the provisions of the Contract or otherwise in law and equity.

15.2 A Contract shall automatically terminate on the date upon which all services have been performed and/or all products have been delivered, as applicable, in each case in accordance with the provisions of the Contract.

15.3 Either party may terminate a Contract by giving notice to the other party on or at any time after the occurrence of any of the following events:

- (a) the other Party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) that Party fails to remedy that breach within a period of 14 days after being notified in writing to do so;

(b) the other Party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;

(c) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

15.4 Clyde & Co may terminate immediately a Contract after (i) the occurrence of any breach of Clauses 11 and/or 12 under the Contract; or (ii) Supplier breaches any of the terms or requirements of the Supplier Code of Conduct, whether in respect of a Contract, these Terms, or otherwise.

15.5 On termination of a Contract (i) Supplier will, if required by Clyde & Co, fulfil any part of the Contract that is unfulfilled at the date of termination; and (ii) Supplier must return to Clyde & Co all property belonging to Clyde & Co (including any Clyde & Co Assets) then in Supplier's possession.

15.6 Clauses 2, 3, 4.3, 5.6, 6.2, 7, 8, 9, 11, 12, 14, 17, 15.4, 15.5, 15.6, 17 and 19 shall survive the termination of any Contract as will any other Clause which by its nature is intended to survive termination. The termination of a Contract shall not prejudice any rights which may have accrued to either party prior to the point of termination.

15.7 Termination or expiry of a Contract shall not affect any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of 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 Insurance

In respect of a Contract, Supplier shall maintain, and Supplier shall ensure that Supplier's sub-contractors maintain, adequate public liability, professional indemnity and product liability insurance cover with a reputable insurer to cover Supplier's potential liability to Clyde & Co under the Contract.

17 Liability

17.1 Nothing in these Terms or any Contract shall exclude or limit a Party's liability (i) for death or personal injury arising from its negligence; (ii) for fraud or fraudulent misrepresentation; (iii) for any other liability that cannot be limited or excluded by law; and (iv) under Clauses 11, 12, 17.4 and 17.5.

17.2 Subject to Clause 17.1, neither Party shall be liable to the other for any indirect or consequential loss or damage under or in connection with these Terms or any Contract.

17.3 In respect of a Contract and subject to Clause 17.1, each Party's total aggregate liability to the other Party under or in connection with the Contract (whether such liability arises under any statute or in contract, tort (including negligence) or otherwise) shall be limited to the higher of (i) £250,000; and (ii) an amount equal to the aggregate charges paid and/or payable by Clyde & Co to Supplier for the products and/or services under the Contract.

17.4 Supplier shall, in respect of a Contract, indemnify Clyde & Co against all costs (including the cost of defending any legal action brought against any member of the Clyde & Co Group), damages, losses and expenses suffered or incurred by any member of the Clyde & Co Group arising out of or in connection with any claim made or threatened alleging that the products and/or services or the use or receipt of the same (or any part of them) by the Clyde & Co Group constitutes an infringement or other violation of any rights (including any intellectual property rights) of any third party.

17.5 Supplier shall, in respect of a Contract, indemnify Clyde & Co against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages incurred or suffered by the Clyde & Co Group arising from or in connection with any death, personal injury or loss of or damage to property: (i) caused by any default of Supplier or any Supplier Personnel in connection with the performance or purported performance of the Contract; (ii) suffered by any Supplier Personnel in the course of carrying out the services, supplying the products and/or whilst on any Clyde & Co Premises; or (iii) caused by any fraud or wilful default by Supplier, its employees or sub-contractors.

18 Force majeure

18.1 Neither Party shall be liable to the other Party for any delay or failure to perform any obligation under a Contract (other than a Party's obligations in Clauses 11, 12, 18.2(a), 18.2(b) and 18.2(c)) to the extent that and for so long as the delay or failure is caused by a Force Majeure Event with effect on and from the date that the Affected Party gives notice to the Non-Affected Party in accordance with Clause 18.2(a), provided that (i) where the Affected Party is Supplier, Supplier has and continues at all times to comply with its obligations under Clause 13; and (ii) the Affected Party complies with the provisions of Clauses 18.2(a), 18.2(b) and 18.2(c).

18.2 Where a Party affected by a Force Majeure Event seeks to rely on the provisions of Clause 18.1 (Affected Party), the Affected Party shall:

- (a) give notice to the other Party (Non-Affected Party) as soon as reasonably possible of:
 - (i) the details of a Force Majeure Event, including the date it first occurred and its anticipated duration;
 - (ii) the way in which, and extent to which, the performance of the Affected Party's obligations are likely to be affected by the Force Majeure Event; and
 - (iii) any action that the Affected Party proposes to take to mitigate the effect of the Force Majeure Event;
- (b) regularly update the information provided under Clause 18.2(a) throughout the period during which the performance of its obligations is affected;
- (c) use reasonable endeavours in accordance with Good Industry Practice to continue to perform or resume the performance of its obligations under the Contract, including (where the Affected Party is Supplier) through the proper implementation of its business continuity plan; and
- (d) notify the Non-Affected Party:
 - (i) that the Force Majeure Event has ended promptly following its ending; and

- (ii) of the date when it resumes proper performance of the affected obligations in accordance with the provisions of the relevant Contract.
- 18.3 Where, in respect of a Force Majeure Event, the Non-Affected Party is Clyde & Co and the Force Majeure Event (i) continues for a period of 30 days or more; and (ii) materially affects the performance of the relevant Contract in accordance with its terms, then Clyde & Co may terminate the Contract with immediate effect or on a specified date by giving notice of such termination to Supplier.
- 19 **Resolution of disputes**
- 19.1 All disputes arising under or in connection with these Terms or any Contract shall be referred to Clyde & Co's Head of Procurement and a senior representative nominated by Supplier (**Representatives**) for resolution. The Representatives shall meet to resolve the dispute as soon as reasonably practicable after referral and in any event within seven days of such referral.
- 19.2 If a dispute is not resolved within seven days of the dispute being referred to the Representatives for resolution in accordance with Clause 19.1, then the dispute shall be referred to the General Counsel of Clyde & Co (or such other person as Clyde & Co may nominate) and the Managing Director (or equivalent) of Supplier (**Senior Representatives**). The Senior Representatives shall meet to resolve the dispute as soon as reasonably practicable after referral and in any event within seven days of such referral.
- 19.3 If a dispute is not resolved within 35 days of the dispute first being referred to the Representatives for resolution under Clause 19.1 then the Parties shall be entitled to commence legal proceedings in connection with the dispute or to settle the dispute through any other alternative dispute resolution procedure that the Parties may agree in relation to the dispute.
- 19.4 The performance of the respective Parties' obligations under a Contract shall not cease or be delayed by this dispute resolution procedure and each Party shall continue to fulfil its obligations under the Contract.
- 19.5 The existence of a dispute and all negotiations connected with such dispute shall at all times be and remain confidential subject to and in accordance with Clause 12. Nothing in this Clause 19 shall prevent either Party at any time from applying for any interim remedy pursuant to Part 25 of the Civil Procedure Rules (including injunctive relief).
- 20 **General**
- 20.1 Supplier shall not assign or dispose of, or sub-contract, any of Supplier's rights or obligations under these Terms or any Contract without Clyde & Co's prior written consent.
- 20.2 Supplier will in all cases act as principal in respect of a Contract and Supplier shall be responsible and liable to Clyde & Co for the acts and omissions of Supplier's employees, agents and sub-contractors. An obligation on Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon Supplier to procure that Supplier's employees, staff, agents and Supplier's sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing.
- 20.3 Subject to Clause 20.4, a person who is not a party to a Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Contract.
- 20.4 In respect of a Contract, Clause 11 may be enforced by any other member of the Clyde & Co Group subject to and in accordance with the provisions of the Contract and the Contracts (Rights of Third Parties) Act 1999. Notwithstanding the foregoing, the rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under these any Contract are not subject to the consent of any other person.
- 20.5 Clyde & Co may enforce any provision of these Terms and any Contract on behalf of any other member of the Clyde & Co Group and Clyde & Co shall be entitled to commence proceedings against Supplier in respect of any loss suffered by any other member of the Clyde & Co Group as a result of Supplier's default. In those circumstances, Supplier shall be liable under and in accordance with these Terms or the relevant Contract (as applicable) to the same extent as if any loss or damage suffered by another member of the Clyde & Co Group had, instead, been suffered by Clyde & Co itself.
- 20.6 Except as otherwise expressly agreed in writing, all remedies available to Supplier or to Clyde & Co for breach of these Terms or any Contract are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.7 Except as otherwise expressly agreed in writing, nothing in these Terms or any Contract shall be construed as giving rise to the relationship of principal and agent or partnership or joint venture.
- 20.8 No delay or failure by a Party in exercising or enforcing any right or remedy under these Terms or any Contract will be deemed to be a waiver of any such right or remedy, nor will that failure operate to bar the exercise or enforcement of such right or remedy at any future time.
- 20.9 All notices required by these Terms and any Contract shall be given by email and sent to the relevant Party at the following email address (i) in the case of Clyde & Co, GlobalProcurement@clydeco.com (or such other email address as may be notified by Clyde & Co to Supplier under this Clause 20.9); and (ii) in the case of Supplier, the email address set out in the Order Form (or, if no email address is specified, the email address(es) of Clyde & Co's usual contact(s) at Supplier. Any such notice shall be deemed to have been received upon arrival of the complete and uncorrupted email message on the recipient's server or email service. This Clause 20.9 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other formal method of dispute resolution.
- 20.10 A variation to any Contract will only be effective if it is recorded in writing and signed by an authorised representative of each of the Parties.
- 20.11 If any provision or part-provision of these Terms or any Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 20.11 shall not affect the validity and enforceability of the rest of these Terms or any Contract.
- 20.12 In respect of a Contract, the Contract shall be made up of these Terms and Clyde & Co's purchase order, or confirmatory email, as applicable for the Contract and shall constitute the entire agreement between the Parties in respect of the products and/or services purchased under it, to the exclusion of all other terms and conditions which Supplier may purport to apply under any quotation, offer, confirmation of order or similar document.
- 20.13 These Terms and each Contract and any non-contractual obligations arising out of or in connection with the same shall be governed by and construed in accordance with the laws of England and Wales and, except as set out in Clause 20.14, Clyde & Co and Supplier hereby submit to the exclusive jurisdiction of the courts of England and Wales in respect of the same.
- 20.14 If Supplier breaches these Terms or any Contract, then Supplier acknowledges and agrees that Clyde & Co may bring a claim against Supplier for the breach in any jurisdiction in which Supplier or any of its assets are located.
- 21 **Greenhouse Gas and Carbon Emissions**
- 21.1 The Supplier shall measure, manage and report its GHG Emissions in accordance with the provisions of this Clause and the Carbon Footprint Standards.
- 21.2 The Supplier shall formally adopt the Carbon Footprint Standards and appoint an employee who will be responsible to their board of directors for delivering compliance with such Carbon Footprint Standards and the requirements of this Clause.
- 21.3 The Supplier and Clyde & Co shall cooperate and collaborate on the reduction of the GHG Emissions associated with the performance of the Services / supply of the Goods, the preparation of each GHG Report and other obligations under this Clause 21 and to identify appropriate strategies for the improvement of the Supply Chain Carbon Footprint.
- 21.4 Subject to the terms of this Agreement and Applicable Law, the Supplier and Clyde & Co may share environmental data, best practices and industry know-how with the other Party for the purpose of reducing the Supply Chain Carbon Footprint.
- 21.5 The Supplier shall ensure that each of its subcontractors shall be bound in writing by terms equivalent in all respects to those set out in this Clause 21. The Supplier shall provide evidence in writing of the Supplier's compliance with this Clause promptly on request.
- 21.6 As reasonably requested by Clyde & Co, the Supplier shall submit GHG reporting (in a format to be agreed between the Parties) to Clyde & Co, detailing (and, where appropriate, explaining) as a minimum the following matters:
- What industry best practices on managing and reducing GHG Emissions have been applied by the Supplier in the previous contract year, and how these have been applied;
 - the Supplier's measured Scope 1, Scope 2 and Scope 3 Emissions;
 - the measured Supply Chain Carbon Footprint;
 - the reduction in GHG Emissions achieved measured against that stated in the preceding reports.
- 21.7 The Supplier shall cooperate and collaborate with Clyde & Co on its GHG Emissions, the preparation of each GHG Report and other obligations under this Clause 21.
- 21.8 Should Clyde & Co at any time reasonably require it, the Supplier shall appoint an external auditor or verification authority to certify its GHG Report.
- 21.9 The Supplier shall meet all costs associated with external auditing and verification of the GHG Reports that is required in accordance with this agreement.
- 21.10 The Supplier warrants to Clyde & Co that:
- it has sufficient resources, infrastructure and materials to comply with this clause 21;
 - none of the Goods/Services supplied under this agreement will be of lower quality as a result of complying with this clause 21; and
 - it will not offer preferential terms to those other customers who do not require similar obligations in their contracts.