

## HiETA Technologies Limited Standard Conditions for Purchase of Goods and/or Services

### 1. DEFINITIONS AND INTERPRETATION

1.1 The following terms have the following meanings:

**Affiliate:** means any person that Controls; is Controlled by or is under common Control with the referenced Party from time to time.

**Change:** means an amendment to this Purchase Order that has been duly executed by both Parties and executed under and in accordance with terms of the Purchase Order.

**Claim:** means a claim or proceeding made, brought or threatened by any person including without limitation any claims for breach of IPR.

**Charges:** means the charges for the Deliverables set out in this Purchase Order.

**Confidential Information:** means all information and data in this Purchase Order and any information that relates to a Party (or any of its Affiliates) disclosed to the other Party in connection with the Purchase Order, but excluding information received by the other Party that: (a) is publicly available (other than through a breach of Clause 11 (*Confidentiality*) below); (b) was received from a third party who did not acquire it in confidence; or (c) is developed without any breach of the Purchase Order.

**Control:** has the meaning set out in Section 1124 of the UK Income and Corporation Taxes Act 2010 and **Controlled** is construed accordingly.

**Deliverables:** means the Goods, Work Product and/or Services specified to be delivered under this Purchase Order.

**Deliverables Change:** means any mechanical, software or other change in design, manufacturing process, supply chain, specifications, materials or product standards (including part substitutions or internal relocation of parts) which affects or potentially affects performance, reliability, function, safety, appearance, quality, dimensions, tolerances or any other Specification of Deliverables.

**Delivery:** means delivery of the Goods in accordance with Clause 4 (*Delivery of Goods/ Supply of Services*).

**Goods:** means the goods to be provided by the Supplier to HiETA as specified in this Purchase Order.

**HiETA:** means the entity named as such in this Purchase Order.

**IPR:** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**IPR Claim:** means a Claim that the possession; use and/or sale of Deliverables by HiETA; a HiETA Affiliate or their respective customer(s) infringes the IPR of any person.

**Liability:** means liability arising out of or in connection with this Purchase Order, whether in contract; tort; misrepresentation; restitution; under statute or otherwise including any liability under an indemnity contained in this Purchase Order and/or arising from a breach of, failure to perform, or delay in performing any of a Party's obligations under this Purchase Order howsoever caused including if by negligence.

**Losses:** means all losses, liabilities, costs, demands, damages and expenses that have been or will be incurred as a result of a breach of this Purchase Order.

**Purchase Order:** means these terms and conditions; the Purchase Order front pages (including the signature page) (where applicable); all contractual documents referenced or incorporated by HiETA with this Purchase Order; any Schedules and all Changes.

**Schedule:** means a schedule attached to and formed as an integral part of this Purchase Order.

**Services:** means the services to be delivered by the Supplier to HiETA as specified in this Purchase Order.

**Specification:** means the specifications and requirements for the Deliverables as specified in this Purchase Order and/or in a Schedule.

**Work Product:** means any reports, documents, work product or other materials created for HiETA by the Supplier, or on the Supplier's behalf, arising from the Services.

**Supplier:** means the entity named as the supplier in this Purchase Order.

1.2 Headings are for ease of reference and do not affect the interpretation of this Purchase Order.

1.3 References to a person include any individual, body corporate, partnership, government authority, agency or department, state or any other entity (in each case whether or not having separate legal personality).

1.4 Any words following the words 'include'; 'in particular' or any similar expressions shall be construed without limitation and accordingly shall not limit the meaning of the words preceding them.

1.5 An obligation on a Party to procure or make sure the performance or standing of another person shall be construed as a primary obligation of that Party.

1.6 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

### 2. PURCHASE ORDERS

2.1 HiETA is not obliged to accept any quotation issued by the Supplier nor enter into any Purchase Order.

2.2 This Purchase Order is the only basis on which HiETA will purchase Deliverables. Supplier hereby waives and shall continue to waive any terms and conditions that the Supplier may otherwise have sought (or may seek) to apply or which may otherwise be implied, including any which are endorsed on, delivered with or contained in a Supplier quotation, order acknowledgement, on the Supplier website or other sales materials or media or on any delivery note (collectively **Seller T&Cs**).

2.3 Supplier shall not (and shall not seek to) cancel or delay any Purchase Order. HiETA may cancel a Purchase Order in whole or part any time before Delivery or completion of performance of Services in which event HiETA's sole Liability shall be to pay to

the Supplier fair and reasonable compensation for work-in-progress at the time of cancellation provided that:

2.3.1 such compensation shall never exceed the Charges;

2.3.2 shall neither include any loss of profits nor any indirect or consequential loss; and

2.3.3 where Deliverables are not manufactured solely and specifically for HiETA in accordance with a Specification, HiETA shall have no Liability for such cancellation.

### 3. QUALITY CONTROL & TESTING

3.1 The quantity, description and Specification of Deliverables shall be as set out in this Purchase Order. The Supplier shall not make any Change to the Specification or to the Deliverables without HiETA's prior written consent. The Supplier shall implement any reasonable Change that HiETA requests to any Deliverables. The Parties shall negotiate, in good faith, any consequent reasonable adjustment to the Charges, Delivery date (or both) as a result of such Change.

3.2 The Supplier shall maintain detailed quality control and manufacturing records for at least ten (10) years (or such other period of time as set out in this Purchase Order) from the date of Delivery of Goods. The Supplier shall enable HiETA (or a third party on HiETA's behalf) to inspect or receive copies of all such records on demand.

3.3 HiETA may inspect and test Deliverables at any time prior to Delivery.

3.4 In addition to any audit requirements that HiETA is required to flow-down from its end customer to the Supplier, upon reasonable written notice and subject to reasonable security and health and safety requirements, the Supplier shall allow HiETA (and HiETA representatives) to enter the Supplier's premises to carry out reasonable inspection and testing related to the Deliverables and shall provide HiETA with all facilities reasonably required. If, following such inspection or testing, HiETA is not satisfied that the Deliverables will comply with Clause 5.1, the Supplier shall take all steps necessary to ensure compliance.

3.5 The Supplier shall maintain a quality control and system test and inspection systems as reasonably applicable by international and industry standards and the HiETA Supplier Quality Assurance Requirements document available from [www.hieta.biz](http://www.hieta.biz) or on request from [accounts@hieta.biz](mailto:accounts@hieta.biz) (or as otherwise to meet any requirements that HiETA is required to flow-down from its customer to the Supplier).

3.6 The Supplier shall not provide the Deliverables by separate instalments unless specified otherwise in this Purchase Order. If instalments are specified, the Supplier shall invoice each instalment separately.

### 4. DELIVERY OF GOODS / SUPPLY OF SERVICES

4.1 Unless specified otherwise in this Purchase Order, the Supplier shall provide the Deliverables DDP (Incoterms 2010) to the address specified in this Purchase Order during HiETA normal business hours on the Delivery Date specified in this Purchase Order.

4.2 The Supplier shall be responsible and liable for off-loading the Deliverables from the delivery vehicle. Delivery of the Goods shall occur when they have been off-loaded at the delivery address.

4.3 The Supplier shall perform Services to meet the applicable Specification and in accordance with the applicable timetable as set out in this Purchase Order (**Services Delivery Timetable**).

4.4 Time is of the essence for performance of the Supplier's obligations under this Purchase Order.

4.5 HiETA shall accept Services when HiETA is satisfied (upon a reasonable basis) that the Services comply with the Specification.

4.6 The Supplier shall ensure that the Goods are marked in accordance with HiETA instructions and any applicable laws, rules and regulations and are properly packed and secured; marked with information on their origin; Delivery is accompanied by a prominently displayed delivery note showing this Purchase Order number, date of this Purchase Order, type and quantity of Goods, and any special storage instructions; and delivered with all operating and safety instructions, clearly displayed warning notices and such other information as may be necessary for the proper use, maintenance and repair of the Goods.

4.7 If the Supplier fails to deliver the Goods on the Delivery Date(s) specified in in this Purchase Order, HiETA may terminate this Purchase Order immediately by giving written notice to the Supplier, in which case the Supplier shall promptly refund any monies already paid by HiETA in relation to the Goods that have not been delivered. The Supplier hereby indemnifies and shall continue to indemnify HiETA and HiETA Affiliates against Losses that they incur as a result of the Supplier's failure to deliver the Goods on the dates specified in in this Purchase Order and/or as a result of failing to refund the monies as required in this Clause (including obtaining substitute goods from another supplier).

4.8 HiETA shall have a reasonable period of time following Delivery to inspect Goods. HiETA may reject Goods which do not meet Specification. HiETA may also reject Goods which are more or less than the quantity or type ordered or delivered prior to the date specified in this Purchase Order. Rejected Goods shall be returned at the Supplier's cost and expense. If HiETA accepts Goods delivered prior to the date specified on this Purchase Order, HiETA may charge the Supplier the cost of storing the Goods until the actual specified Delivery date.

4.9 Risk in the Goods passes to HiETA on the later of:

4.9.1 acceptance by HiETA; and

4.9.2 Delivery.

4.10 Ownership of the Goods passes to HiETA on the earlier of:

4.10.1 payment of the Charges; and

4.10.2 Delivery.

4.11 The Supplier shall notify HiETA in writing as soon the Supplier is aware that any Goods or the product support for the Goods are to be discontinued or made of **end**

## HiETA Technologies Limited Standard Conditions for Purchase of Goods and/or Services

- of sale or end of life.** At HiETA's request, the Parties shall negotiate the consequences and issues arising from that situation in good faith for a reasonable period of time (during which the Supplier shall keep agreed spare parts available for HiETA for any discontinued, de-supported, end-of-life or end-of-sale Goods).
- 5. SUPPLIER SPECIFIC OBLIGATIONS**
- 5.1 The Supplier shall ensure that the Goods shall:
- 5.1.1 are of satisfactory quality; comprise genuine new materials (which are not used, refurbished, reconditioned, remanufactured, counterfeit or of such age as to impair usefulness or safety) and are fit for any purpose notified by HiETA to the Supplier;
- 5.1.2 conform to and satisfy the Specification;
- 5.1.3 be free from material defects in design, materials and workmanship;
- 5.1.4 be sold to HiETA with full and unencumbered title and not infringe the IPR of any third party;
- 5.1.5 comply with all: (a) applicable laws; (b) regulatory requirements; and (c) standards including those issued by the British Standards Institution and requirements of relevant statutory and regulatory bodies; and
- 5.1.6 be safe and without risk to health.
- 5.2 The Supplier shall:
- 5.2.1 perform Services with the levels of care, skill and diligence that would be applied by any reasonable and professional UK-based supplier of similar good and/or services and in accordance with best practice;
- 5.2.2 use personnel (and sufficient number of personnel) who are suitably skilled and experienced to perform the Services;
- 5.2.3 ensure that the Services conform with HiETA reasonable instructions, comply with Specification, are performed to meet the purposes notified by HiETA to the Supplier and do not infringe the IPR of any third party;
- 5.2.4 provide all equipment, tools and vehicles and other items required to provide the Services;
- 5.2.5 obtain and at all times maintain all licences and consents required for the provision of the Services;
- 5.2.6 comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services; and
- 5.2.7 not do or omit to do anything which knowingly or negligently causes or may reasonably cause HiETA or HiETA Affiliates to lose any licence, authority, consent or permission required for HiETA or HiETA Affiliates' business.
- 5.3 The Supplier personnel whilst working at HiETA premises shall observe all health and safety rules and regulations and any other security requirements that apply at such HiETA premises and ensure that Supplier personnel are insured against all risks while working on those HiETA premises.
- 5.4 Without affecting any other rights or remedies that HiETA may have for any breach by the Supplier, if:
- 5.4.1 the Supplier materially breaches this Purchase Order; or
- 5.4.2 any Goods (whether or not accepted in whole or in part) do not conform with the Warranties under this Purchase Order during the longer of: (a) the Supplier's warranty period for the Goods; and (b) 24 (twenty-four) months following Delivery; or
- 5.4.3 the Supplier fails to provide the Services in accordance with this Clause 5 (*Supplier Specific Obligations*);
- then HiETA shall be entitled to the remedies in Clause 5.5 below.
- 5.5 Under the circumstances specified in Clause 5.4 above, HiETA shall be entitled to:
- 5.5.1 terminate the Purchase Order (and any other contracts with the Supplier) immediately upon written notice to the Supplier;
- 5.5.2 require the Supplier, at HiETA's option, to promptly repair or replace the relevant Goods or reperform the relevant Services free-of-charge;
- 5.5.3 reject the Deliverables (in whole or in part) and require the Supplier to refund the Charges for the relevant Deliverables;
- 5.5.4 accept the Deliverables subject to an equitable Charges reduction; or
- 5.5.5 at the Supplier's expense, repair or have a third party repair the Goods or reperform or have a third party reperform the Services and the Supplier shall indemnify HiETA and HiETA Affiliates against Losses (including from any IPR Claims) arising from such breach.
- 5.6 Clauses 5.4 and 5.5 shall apply to any repaired or replacement Goods supplied under Clause 5.5.2.
- 5.7 If any Goods do not conform with Clause 5.1 or Services do not conform with Clause 5.2 or otherwise represent an unreasonable risk of harm to the public or the environment, and HiETA determines a recall, removal or correction campaign (**Supplier Campaign**) is necessary or HiETA is otherwise required to carry out a Supplier Campaign, HiETA may implement such campaign and the Supplier shall indemnify HiETA and HiETA Affiliates against all Losses incurred as a result of any such Supplier Campaign.
- 6. HIETA PROPERTY**
- 6.1 All patterns, dies, moulds or other tooling or materials, supplied by HiETA or prepared or obtained by the Supplier for HiETA at HiETA cost (**Tooling**), shall be marked with HiETA name or as otherwise specified by HiETA and shall be and remain HiETA exclusive property returnable in good condition on demand.
- 6.2 The Supplier shall insure against all risks of loss or damage to Tooling and also any of the Supplier's own tooling or property which may be kept on HiETA premises for the purposes of providing Deliverables. The Supplier shall keep all Tooling safe and in good condition while in the Supplier's custody and/or under the Supplier's control. The Supplier shall keep all Tooling separately from the Supplier's tooling, stock and other inventory.
- 6.3 HiETA reserves the right to charge to the Supplier the cost of any Tooling if it is destroyed or damaged or rendered unfit for the purpose for which it was originally manufactured while under the Supplier's control.
- 6.4 The Supplier shall not dispose of any Tooling other than in accordance with HiETA prior written instructions. The Supplier shall not, at any time, use Tooling, nor shall the Supplier allow Tooling to be used by anyone else for any purpose other than the supply of the Deliverables unless HiETA have previously provided consent in writing.
- 6.5 HiETA shall have the right to enter the Supplier's premises and remove Tooling at any time without being liable for trespass or for damages of any sort.
- 7. OWNERSHIP AND ASSIGNMENT OF IPR**
- 7.1 This Clause 7 shall apply if the Goods are to be made, modified or redesigned to a Specification.
- 7.2 Any Specification or Work Product that the Supplier creates or has created for HiETA shall be treated as **Goods** for the purposes of this Clause 7.
- 7.3 Subject to Clause 7.5, HiETA shall own all present and future IPR (together with all other proprietary rights) in the Goods. Accordingly, the Supplier shall not use HiETA Specification other than to manufacture the Goods for HiETA. With full title guarantee, the Supplier:
- 7.3.1 assigns to HiETA all IPR in the Goods which subsist as at the date of this Purchase Order;
- 7.3.2 assigns to HiETA (by way of present assignment of the future copyright) all future copyright in the Goods immediately upon their creation; and
- 7.3.3 shall assign to HiETA all other IPR in the Goods immediately upon their creation (or if such assignment is impossible, shall grant to HiETA an irrevocable global, perpetual, assignable, sub-licensable, royalty-free licence to use any such non-assignable IPR for HiETA, HiETA Affiliates, HiETA customers and end-users to use and modify such non-assignable IPR without restriction).
- 7.4 The Supplier shall:
- 7.4.1 at its cost do anything that HiETA reasonably requests from time to time in order to secure HiETA full right, title and interest in the IPR in the Goods; and
- 7.4.2 obtain the waiver of all moral rights (and any broadly equivalent rights) in the Goods.
- 7.5 The exception to Clause 7.3 is that any IPR in existing products, materials or data used to create Goods (**Existing Materials**) shall continue to belong to the Supplier (or the Supplier's sub-contractors or suppliers).
- 7.6 The Supplier hereby grants (and, where applicable, shall ensure that the Supplier's subcontractors and suppliers shall grant) to HiETA (and where required to HiETA Affiliates and HiETA and their respective end-customers an irrevocable, global, perpetual, assignable, sub-licensable, royalty-free licence to use and to modify the Existing Materials without restriction).
- 8. CHARGES AND PAYMENT**
- 8.1 If the Supplier performs its obligations in accordance with the provisions of this Purchase Order, HiETA shall pay the Charges to the Supplier in accordance with this Clause 8 (*Charges and Payment*).
- 8.2 The only sums of money HiETA shall pay in connection with the supply of the Deliverables are the Charges which shall be inclusive of all costs and expenses incurred by the Supplier including packaging, insurance, carriage, duties and delivery costs.
- 8.3 Any sum payable under this Purchase Order is exclusive of value added tax, (and any other similar or equivalent taxes) upon any supply made to HiETA which shall be payable in addition to that sum in the manner and at the rate prescribed by law from time to time but shall be inclusive of all other taxes, fees and levies imposed from time to time by any government or other authority.
- 8.4 The Supplier shall invoice HiETA for the Charges for the Goods following Delivery and for Services following completion of delivery of the Services.
- 8.5 Other than as set out in Clauses 8.7 and 8.9, each invoice shall be payable by HiETA within 45 days following the date on which the invoice is received by HiETA. The Supplier shall send invoices to the address specified in on the front pages of this Purchase Order.
- 8.6 No payment made by HiETA shall constitute acceptance by HiETA of any Deliverables or otherwise affect any rights or remedies which HiETA may have against the Supplier including the right to recover any amount overpaid or wrongfully paid to the Supplier.
- 8.7 HiETA may withhold payment of any disputed sum until the dispute is settled.
- 8.8 If any undisputed sum payable under the Purchase Order is not paid when properly due, the Supplier may charge HiETA interest daily on that sum at 1% per year above the base lending rate from time to time of Bank of England from the due date until the date of payment (whether before or after judgment).
- 8.9 HiETA may set-off any liability which the Supplier has to HiETA against any liability which HiETA has to the Supplier.
- 9. TERMINATION**
- 9.1 HiETA may terminate this Purchase Order at any time upon written notice to the Supplier and shall pay all validly issued invoices for Goods and/or Services provided prior to that date of termination.
- 9.2 Without limiting any other right HiETA may have wholly or partially to terminate the Purchase Order, if the Supplier commits a material breach of this Purchase Order, HiETA may terminate this Purchase Order (in whole or in part) and any other existing contracts between the Parties immediately upon written notice. Any breach of Clauses 11, 12 or 14.11 shall (without limitation) be deemed to be a material breach.
- 9.3 Without limiting any other right HiETA may have to terminate this Purchase Order (in whole or in part) HiETA may terminate this Purchase Order immediately by giving

## HiETA Technologies Limited Standard Conditions for Purchase of Goods and/or Services

<p>the Supplier written notice if the Supplier:</p> <p>9.2.1 has a receiver, administrator or liquidator (provisional or otherwise) appointed;</p> <p>9.2.2 is subject to a notice of intention to appoint an administrator or any other resolution on insolvency;</p> <p>9.2.3 passes a resolution for the Supplier's winding-up;</p> <p>9.2.4 has a winding up order made by a court against the Supplier;</p> <p>9.2.5 enters into any composition or arrangement with creditors;</p> <p>9.2.6 ceases to carry on business;</p> <p>9.2.7 is the subject of anything similar or equivalent to that set out in Clauses 9.2.1 to 9.2.6 inclusive under any applicable laws; or</p> <p>9.2.8 the Supplier is subject to any change of Control and the Supplier shall notify HiETA immediately upon the occurrence of any such event or circumstance.</p>	<p>breach or threatened breach of Clause 11.</p>
<p>9.4 Following expiry or termination of this Purchase Order:</p> <p>9.4.1 any provisions which expressly or impliedly continue to have effect after expiry or termination of the Purchase Order shall continue in force;</p> <p>9.4.2 all other rights and obligations shall immediately cease but shall not affect either Party's respective rights, obligations, claims and liabilities which may exist prior to the date of expiry or termination;</p> <p>9.4.3 each Party shall immediately cease using the other Party's Confidential Information and shall as soon as reasonably possible, if requested to do so, return to the other Party all of the other Party's Confidential Information (including all copies and extracts) in its possession or control or confirm its secure destruction; and</p> <p>9.4.4 each Party may keep any of the other Party's Confidential Information which it has to keep to comply with any applicable law and Clause 9.4.3 shall not apply to such Confidential Information. Clause 11 shall continue to apply to any retained Confidential Information of the other Party.</p>	<p><b>12. ETHICAL CONDUCT</b></p> <p>12.1 The Supplier shall conduct its business ethically and lawfully in accordance with the highest standards adhered to by similar entities operating in UK.</p> <p>12.2 The Supplier represents and warrants that the Supplier and its subcontractors and suppliers do not use or permit unacceptable labour practices, such as child or forced labour, or unsafe working conditions and comply with all applicable labour and employment laws, regulations, standards and conventions, including the Modern Slavery Act (2015), the UN's Guiding Principles on Business &amp; Human Rights and the International Labor Organization's Conventions.</p> <p>12.3 The Supplier shall comply with all applicable anti-bribery and anti-corruption laws, including but not limited to the UK Bribery Act and the Foreign Corrupt Practices Act (FCPA) (and related regulation and guidance).</p> <p>12.4 The Supplier represents and warrants that it shall only supply minerals to HiETA and HiETA Affiliates from sources that neither:</p> <p>12.4.1 contribute to conflict; nor</p> <p>12.4.2 benefit from or finance armed groups in areas of conflict.</p> <p>12.5 The Supplier warrants and represents that it has adopted, and that it requires its sub-contracted suppliers to adopt, conflict mineral policies and management systems.</p> <p>12.6 The Supplier shall permit HiETA, and any person nominated by HiETA, to have such access to the Supplier's premises, personnel, systems, books and records as HiETA may reasonably require to verify the Supplier's compliance with this Clause 12. HiETA also reserves the right to inquire and investigate Supplier's conduct to satisfy itself of the Supplier's compliance with this Clause 12.</p>
<p>9.5 If HiETA terminates this Purchase Order, HiETA may require the Supplier to deliver to HiETA any supplies, materials or drawings produced or acquired by the Supplier for the terminated part of the Purchase Order and the Parties shall, in good faith, negotiate the amount payable for the same.</p>	<p><b>13. EXPORT / IMPORT / ECONOMIC SANCTIONS CONTROLS</b></p> <p>13.1 The Supplier shall comply with all applicable export controls and import and economic sanctions laws and regulations, including those of the Supplier's country of incorporation; the country(ies) from where the Goods will be supplied; the country(ies) where the Goods will be received and any other relevant jurisdiction.</p> <p>13.2 Supplier shall also obtain, as required, and comply with all applicable government authorizations and their provisos in supplying the Goods.</p> <p>13.3 Without limiting the foregoing, the Supplier shall not transfer any export controlled item, data or services provided by HiETA in relation to this Purchase Order, to include transfer to any persons, including those persons employed by or associated with, or under contract to the Supplier or the Supplier's subcontractors and suppliers, without the authority of an applicable licence, exemption or exception.</p> <p>13.4 The Supplier shall provide all information necessary to support any regulatory or government authorization requirements HiETA has regarding the Goods.</p> <p>13.5 The Supplier shall indemnify HiETA and HiETA Affiliates for all Losses arising out of any breach by the Supplier of this Clause 13.</p>
<p><b>10. LIABILITY AND INSURANCE</b></p> <p>10.1 Subject to Clause 10.2, neither Party (<b>Liable Party</b>) shall have any Liability to the other Party (<b>Claiming Party</b>) for any:</p> <p>10.1.1 loss of profit, goodwill or revenue; or</p> <p>10.1.2 any indirect, consequential or special loss.</p> <p>10.2 Nothing in this Purchase Order shall operate to exclude or restrict either Party's Liability:</p> <p>10.2.1 for breach of Clause 7 (<i>Ownership and Assignment of IPR</i>);</p> <p>10.2.2 for death or personal injury resulting from its negligence;</p> <p>10.2.3 for its fraud or fraudulent misrepresentation;</p> <p>10.2.4 for breach of obligations arising under section 12 Sale of Goods Act 1979 or section breach of the term implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);</p> <p>10.2.5 for any matter for which it is not permitted by law to exclude or limit its liability.</p>	<p><b>14. GENERAL</b></p> <p>14.1 This Purchase Order constitutes the entire agreement between the Parties and supersedes any prior agreement or arrangement in respect of its subject matter.</p> <p>14.2 Neither Party has entered into this Purchase Order in reliance upon, and shall have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other Party or any other person) which is not expressly set out in this Purchase Order.</p> <p>14.3 Nothing in Clauses 14.1 or 14.2 shall limit or exclude the liability of either Party for fraud or fraudulent misrepresentation.</p> <p>14.4 A Party's delay in exercising, partial exercising or failure to exercise a right or remedy under the Purchase Order shall not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy. A waiver of any right, remedy, breach or default shall only be valid if it is in writing and signed by the Party giving it.</p> <p>14.5 If any provision of this Purchase Order is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such provision shall be deemed to be severed from this Purchase Order and this shall not affect the remainder of this Purchase Order which shall continue in full force and effect.</p> <p>14.6 Except to the extent otherwise specified in this Purchase Order, variations to this Purchase Order shall be in writing as a duly executed Change.</p> <p>14.7 No partnership, agency or joint venture between the Parties shall be created by this Purchase Order.</p> <p>14.8 Each Party is an independent contractor and is entering into this Purchase Order as principal and not as agent for or for the benefit of any other person.</p> <p>14.9 Each of the HiETA Affiliates shall be entitled to enforce in its own capacity this Purchase Order if the HiETA Affiliate receives a benefit under this Purchase Order, in each case subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999.</p> <p>14.10 Save as provided in Clause 14.9, the Parties do not intend that this Purchase Order shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.</p> <p>14.11 The Supplier shall not assign, transfer, charge, hold on trust for any person or deal in any other manner with any of the Supplier's rights under the Purchase Order or sub-contract any of the Supplier's obligations under the Purchase Order. HiETA may assign this Purchase Order to any of the HiETA Affiliates.</p> <p>14.12 Notices and other communications provided for the purposes of this Purchase Order shall be in writing, in English and delivered by courier or by hand to the relevant Party's address as specified on the front pages of this Purchase Order (or such other address which is notified to the other Party in writing from time to time).</p> <p>14.13 This Purchase Order and any non-contractual obligations arising in connection with it are governed by the laws of England. The courts of England have exclusive jurisdiction to determine any dispute arising in connection with this Purchase Order.</p>
<p>10.3 The exclusions from and limitations of liability contained in this Purchase Order shall apply after as well as before the date of expiry or termination of the Purchase Order.</p> <p>10.4 Supplier shall have satisfactory insurance cover with a reputable insurer to cover the Supplier's obligations and potential liability under this Purchase Order, including public liability insurance cover and shall provide evidence of such insurance coverage at HiETA request.</p> <p>10.5 HiETA's aggregate liability with respect to this Purchase Order shall not exceed the lower of the total Charges; and HiETA's prevailing and applicable insurance coverage in place at the time of any claims submitted.</p>	
<p><b>11. CONFIDENTIALITY</b></p> <p>11.1 Except as set out in Clause 11.2, each Party (<b>Receiving Party</b>) shall:</p> <p>11.1.1 use the Confidential Information of the other Party (<b>Disclosing Party</b>) solely to perform Receiving Party's obligations and to exercise Receiving Party's rights under the Purchase Order;</p> <p>11.1.2 keep the Disclosing Party's Confidential Information secret, safe and secure; and</p> <p>11.1.3 not disclose the Disclosing Party's Confidential Information to any other person.</p> <p>11.2 The Receiving Party may (subject to giving as much notice as is reasonably possible and permitted under law) disclose the Disclosing Party's Confidential Information:</p> <p>11.2.1 to the extent required by law, any court of competent jurisdiction or the rules of any government, public or regulatory body or any stock exchange (subject to giving the Disclosing Party written notice as soon as possible of such requirement and as permitted by law and regulation); and</p> <p>11.2.2 to its officers, directors, employees and professional advisers and, in HiETA's case, HiETA Affiliates, agents and sub-contractors, who need the Confidential Information in order for HiETA perform its obligations and exercise its rights under the Purchase Order.</p> <p>11.3 A Party disclosing the other Party's Confidential Information under Clause 11.2.2 shall make sure that each person to whom it discloses that Confidential Information is bound by obligations of confidentiality no less onerous than those set out in this Clause 11.</p> <p>11.3 Damages alone may not be an adequate remedy for breach of Clause 11. Accordingly, the Disclosing Party shall be entitled, without having to prove special damages, to injunctive relief, equitable relief and/or specific performance for any</p>	