

**DRAKA U.K. LIMITED**  
**STANDARD CONDITIONS OF SALE**

**Issued: 19 June 2015**

## 1. DEFINITIONS

For the purposes of these Conditions:

- 1.1 "**Affiliate**" means any company which controls Draka, is under the control of Draka or is under common control with Draka;
- 1.2 "**the Buyer**" means any party to which Draka has agreed to supply Products or Services, whether or not for value;
- 1.3 "**Contract**" means the contract (whether or not in writing) between Draka and the Buyer for the supply to the Buyer of Products and/or Services, which shall be deemed to incorporate these Conditions;
- 1.4 "**Currency Variation**" means a variation to the Price made under Condition 10.4;
- 1.5 a "**Default**" occurs when the Buyer either:
  - 1.5.1 fails to make any payment due to Draka on or before the due date (whether or not such payment is due under the Contract); or
  - 1.5.2 commits any breach of the terms of the Contract; or
  - 1.5.3 enters into any arrangement with any of its creditors; or
  - 1.5.4 has a receiver, receiver and manager, administrator, administrative receiver or liquidator appointed over all or any part of its undertaking or assets; or
  - 1.5.5 has a petition for an administration order or for a winding-up order brought against it; or
  - 1.5.6 has proceedings similar or equivalent to 1.5.4 or 1.5.5 above taken against it outside the UK; or
  - 1.5.7 suspends or ceases to carry on its business or becomes unable to pay its debts;
- 1.6 "**Draka**" means Draka U.K. Limited (registered in England No. 939069) acting as agent for and on behalf of Prysmian Cables & Systems Limited (registered in England No. 958607), each having its registered office at Chickenhall Lane, Eastleigh, Hampshire SO50 6YU;
- 1.7 "**Metal Variation**" means a variation to the Price made under Condition 10.2;
- 1.8 "**Order**" means the order for Products and/or Services placed by the Buyer;
- 1.9 "**Price**" means the total amount payable by the Buyer for the relevant Goods and/or Services;
- 1.10 "**Products**" means any cable, cable accessories or other products to be supplied by Draka under the Contract;
- 1.11 "**Right**" means any patent, trade mark or registered design, any application for any of the same and any copyright or design right;

- 1.12 **"Services"** means any installation or other services to be supplied by Draka under the Contract;
- 1.13 **"Third Party"** means any company, corporation, partnership or individual, other than Draka or the Buyer, including an Affiliate;
- 1.14 **"UK"** means the United Kingdom of Great Britain and Northern Ireland;
- 1.15 **"VAT"** means value added tax (or any replacement tax) at the appropriate rate;
- 1.16 **"Warranty Period"** means the applicable period specified in Condition 6.1.

## 2. **THE CONTRACT**

- 2.1 These Conditions shall apply to any Contract to the entire exclusion of any standard terms or conditions specified by the Buyer. Acceptance or use of or payment for the Products or Services by or on behalf of Buyer shall be deemed to be full and unconditional acceptance of these Conditions.
- 2.2 The Contract shall consist solely of the following documents, which shall take priority in the following order:
- 2.2.1 Draka's acceptance of the Order;
  - 2.2.2 the Order and any documents referred to expressly in it;
  - 2.2.3 any special terms and conditions agreed in writing between the Buyer and Draka in respect of the Contract; and
  - 2.2.4 these Conditions.
- 2.3 All implied terms, conditions and warranties (including without limitation any implied terms as to satisfactory quality and fitness for purpose) are hereby excluded from the Contract to the fullest extent permitted by law.
- 2.4 Notwithstanding Draka's acceptance of the Order, at any time thereafter Draka may, acting reasonably, withdraw or amend any credit facility for the purchase of the Products or Services and until alternative payment terms are agreed Draka may suspend or delay delivery of the Products or Services.

## 3. **AVAILABILITY OF MATERIALS**

- 3.1 If Draka is unable to obtain any raw materials or components required for the Products or Services without incurring significant additional expense or delay, it may give written notice to that effect to the Buyer. Upon receipt of such notice by the Buyer the Contract shall cease to have effect except as regards any consignment of Products already manufactured by Draka or any Services already performed by Draka, which shall be paid for in full at the price stated in the Contract. Where relevant, the Contract price shall be apportioned in such manner as Draka may reasonably determine in respect of such Products or Services.
- 3.2 Draka shall have the right at any time prior to delivery or collection of the Products to change their specification where, in the opinion of Draka, such change constitutes an improvement to the Products, does not in any way adversely affect the performance of the Products and constitutes proper performance of the Contract. Any such change

shall not affect the price for the Products.

- 3.3 Where Draka purchases new tooling for the purposes of the Contract, it shall be entitled to recover the cost of such tooling from the Buyer if the Contract is terminated in whole or in part under Condition 3.1, 14.2 or 15.

#### 4. **QUOTATIONS**

Unless otherwise expressly agreed in writing by Draka, a quotation shall remain valid for 30 days and shall be subject to Metal Variation and (if it is expressed in a currency other than pounds sterling) to Currency Variation.

#### 5. **DELIVERY**

- 5.1 While Draka will use reasonable endeavours to adhere to any agreed delivery date, the time of delivery of the Products or performance of the Services shall not be of the essence. Draka shall not be liable to the Buyer in damages or otherwise for any delay in delivery of the Products or performance of the Services howsoever arising.

- 5.2 Once the Products are available for delivery and in consideration of confirming the most suitable delivery date Draka may require the Buyer to sign its vesting certificate and if the Buyer shall fail to execute such vesting certificate when required by Draka then Draka shall be entitled to execute the same as the Buyer's lawful attorney and for this purpose the Buyer hereby appoints Draka as its lawful attorney to execute such vesting certificate on behalf of the Buyer and to complete such certificate in any other way required and perfect the same.

- 5.3 If any details of the Contract are altered by the Buyer by agreement with Draka (including but not limited to the design or quantity of the Products or Services) or if any queries are raised by the Buyer, the delivery date may be extended by Draka by such period as shall be reasonable in all the circumstances.

- 5.4 Unless otherwise specified or agreed by Draka, prices are quoted and shall be deemed to be on an FCA delivery basis, and if the Buyer requests Draka to deliver the Products to any particular destination, Draka may agree to do so by arranging for the transportation in which case all transportation and related extra costs shall be reimbursed by the Buyer. Claims in respect of Products which arrive damaged or in damaged packaging or are short delivered must be notified to Draka in writing within 5 working days after receipt. Delivery notes unsigned or signed "unchecked" (or similar) shall cause any such claim to be rejected by Draka. Product returns agreed by Draka shall be collected by Draka or its nominated contractor only from the Buyer's account address held by Draka unless agreed otherwise in writing.

- 5.5 Except where Draka has agreed to store the Products (and any storage for more than 3 months from the delivery date shall be charged at commercial rates), once any Products are ready for delivery or collection Draka may give written notice to the Buyer requiring the Buyer to take delivery of the Products or (where the Products are sold ex works or FCA UK port) to arrange for collection of or to provide delivery instructions for the Products within 7 days. If the Buyer fails to do so Draka shall be entitled:

5.5.1 to give written notice to the Buyer stating that all risk in the Products shall pass to Buyer; and/or

5.5.2 to invoice the Buyer for the full value of the Products; and/or

- 5.5.3 to require the Buyer to take delivery of or to collect the Products within 14 days. Failure to do so shall be a breach of the Contract.
- 5.6 Where 5.5 above applies or where Draka agrees to store any Products, Draka shall be entitled to store the Products at Draka's works or elsewhere. All costs incurred by Draka for storage (including appropriate insurance) shall be paid by the Buyer within 30 days after submission of a supplementary invoice by Draka. Draka shall also be entitled to charge for storage at Draka's works at a commercial rate, which shall be paid for in the same way.
- 5.7 If the Buyer requests Draka to delay delivery by a significant period and Draka agrees to do so, Draka shall have the right to increase the Price and shall notify the Buyer of the new Price.
- 5.8 If the Buyer fails to pay any amount due to Draka (whether or not under the Contract) on or before the due date, Draka shall be entitled to suspend all deliveries under the Contract and any other contract between Draka and the Buyer until the overdue amount has been paid together with any accrued interest. This Condition 5.8 and any exercise of such right of suspension is without prejudice to the provisions of Condition 15.
- 5.9 Cables will be supplied to a length tolerance of plus or minus 3% unless otherwise agreed.
- 5.10 Orders for cable accessories may for convenience be rounded up by Draka to the closest pack quantity, and shall be paid for accordingly by the Buyer.
- 5.11 Orders for cables for values of less than £1000, and orders for cable components for values less than £500, will incur a small order charge of up to £500, together with any additional costs incurred by Draka in arranging special delivery.

## 6. **GUARANTEE**

- 6.1 Draka shall repair or (at its option) replace any Products which prove to be defective under proper use within a period of 12 calendar months from the date of resale or use of the Products by the Buyer or 18 months from the date of delivery of the Products by Draka (whichever period first expires), provided that:
- 6.1.1 notice in writing giving details of the defects is given to Draka as soon as the defects become apparent;
- 6.1.2 where the Products were manufactured by Draka, the defects are shown to Draka's satisfaction to have arisen solely from Draka's faulty design, workmanship or materials;
- 6.1.3 the defective Products are returned to Draka's works at the Buyer's expense, if so requested by Draka; and
- 6.1.4 in the case of components or accessories not manufactured by Draka, Draka's liability under this Condition shall not in any circumstances be greater than any corresponding liability of the supplier of such components or accessories to Draka. Details of the supplier's liability shall be made available to the Buyer on request.

Any repaired or replaced Products shall be redelivered by Draka free of charge to the

original point of delivery.

- 6.2 Draka shall not be liable in respect of any defect or damage to the Products which is caused by ordinary wear and tear, lack of maintenance, improper use, misuse or abuse, improper or unsuitable installation, alterations, modifications or dismantling, any third party or parties or any other cause beyond Draka's reasonable control. As a result of any investigation by Draka that shows the defects do not come within clause 6.1.2 above, Draka reserves the right to invoice the Buyer and the Buyer shall pay promptly the reasonable costs of such investigation.
- 6.3 As an alternative to repair or replacement of the defective Products under 6.1 above, Draka shall be entitled in its absolute discretion to refund the price paid by the Buyer for the defective Products.
- 6.4 For the purposes of this Condition "improper use" means a use which has not been either approved for the relevant Product in Draka's sales literature or quotation or otherwise approved by Draka in writing.

## **7. CABLE DRUMS**

- 7.1 This Condition shall only apply where cable is supplied by Draka to a destination within the UK.
- 7.2 Where cable is supplied by Draka on drums, the Buyer shall use all reasonable endeavours to allow their prompt return to Draka or its nominated contractor.
- 7.3 When any drum is empty the Buyer shall immediately contact the telephone number shown on the Drum Label attached to the drum. Draka or its nominated contractor will be responsible for arranging collection of the drum.
- 7.4 If any drum is still held by the Buyer 6 months (or such other period as may be agreed) after delivery, the drum will be invoiced by Draka and paid for by the Buyer at the price set out in Draka's Schedule of Drum Charges, a copy of which will be provided to the Buyer on request. The full invoiced price will be refunded if the drum is received back in good condition within a period of 6 months after the date of such invoice. After the expiry of this further period, part of the invoiced price will be refunded (subject to the same condition) in accordance with the Schedule of Drum Charges.

## **8. TECHNICAL DATA**

All catalogues, brochures, specifications or other technical characteristics, data or other descriptive matter included in any sales promotional material or in Draka's tender are intended to give a general description of the Products offered and shall not form part of the Contract unless Draka expressly agrees otherwise in writing.

## **9. CONFIDENTIAL INFORMATION**

The Buyer shall keep confidential and shall not disclose to any third party without Draka's prior written consent any information (whether of a commercial or technical nature) acquired from Draka in connection with its tender or the Contract, including without limitation any information concerning the prices at which Draka sells the Products or provides the Services.

## **10. PRICES**

- 10.1 All prices shown in Draka's current price lists are subject to alteration without notice. Such alteration shall not affect any order placed by the Buyer and accepted by Draka in writing prior to such alteration, subject to any Metal Variation or Currency Variation.
- 10.2 Where Draka's quoted prices for the Products are based on a metal price for Copper, Lead or Aluminium, then unless otherwise agreed by Draka in writing the Price shall be adjusted in respect of the metal content of the Products to the price ruling on the next market day following receipt by Draka of the Order. The metal price for Copper Grade A shall be the official London Metal Exchange "Settlement" Price and producers premium or such other basis as may apply. The metal price for Lead and Aluminium shall be the London Metal Exchange "Settlement" Price and producers premium or such other basis as may apply. The Buyer shall also reimburse Draka for any Contango costs incurred by it.
- 10.3 The Buyer shall reimburse Draka on demand for all costs and losses (including without limitation Contango and Backwardation and financing costs) which are incurred by Draka in respect of metals booked or purchased in order to fulfil the Contract and/or which arise from failure by the Buyer to take delivery of all the Products or any of them within the period stated in the Draka offer or on the Order Acknowledgement or any longer period agreed by Draka in writing.
- 10.4 Where the Price is in a currency other than pounds sterling, the Price shall be adjusted at any time prior to acceptance of the Order to take account of any adverse change in the relevant currency exchange rate against pounds sterling. The Buyer shall reimburse Draka on demand for all costs and losses incurred by Draka in respect of foreign currency sold forward to cover payments due under the Contract which arise from the Buyer's failure to take delivery of and pay for the Products in accordance with the Contract.
- 10.5 Draka's prices include the cost of routine testing carried out in accordance with Draka's standard procedures. Where additional tests are requested by the Buyer, these will be charged extra and may affect delivery. If the Buyer wishes to witness any tests all costs so incurred including inspection fees, travelling and other expenses shall be paid by the Buyer.
- 10.6 If the cost to Draka of fulfilling any of its obligations under the Contract is increased by any act or omission on the part of the Buyer or by the coming into force after the date of the Contract of any law or regulation having the force of law in any part of the world, then the Price shall be adjusted to cover such additional costs.
- 10.7 All prices are net of any discounts, unless otherwise so stated.

## **11. PAYMENT**

- 11.1 Payment for the Products or Services or for storage charges under Conditions 5.5 and / or 5.6 (where applicable) shall be made in pounds sterling or another mutually agreed currency within 15 days of the end of the month in which the invoice is dated, or as otherwise agreed. At Draka's discretion and without any liability on its part Draka shall be entitled to cease trading with the Buyer if the Buyer's account is overdue. Draka shall be entitled to statutory interest and to a fixed sum in respect of any late payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended. Payment on time is of the essence.
- 11.2 Any consignment or part consignment of the Products or supply of Services shall, if so directed by Draka, be treated as the subject of a separate contract and be paid for

- accordingly.
- 11.3 Draka shall be entitled from time to time to require adequate credit references from the Buyer and to require security for payment by means of a guarantee from such party as Draka deems appropriate.

## **12. VAT**

All prices quoted are exclusive of VAT which shall, if required by law, be added at the appropriate rate and paid by the Buyer in accordance with Condition 11.

## **13. RISK**

Risk in the Products shall pass to the Buyer on the earliest of the dates of (1) delivery of the Products to the Buyer or collection of the Products by or on behalf of the Buyer; (2) payment by the Buyer for the Products; or (3) notification by Draka to the Buyer that the Products are available for delivery to the Buyer or available for collection by or on behalf of the Buyer.

## **14. RETENTION OF TITLE**

- 14.1 Title to the Products shall not pass to the Buyer until Draka has received payment in full in cleared funds for:

14.1.1 the Products; and

14.1.2 any other goods or services supplied by Draka to the Buyer;

- 14.2 Until title to the Products has passed to the Buyer, the Buyer shall:

14.2.1 hold the Products on a fiduciary basis as bailee for Draka;

14.2.2 store the Products separately from all other goods held by the Buyer so that they are readily identifiable as Draka's property;

14.2.3 maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and

14.2.4 notify Draka immediately any Default occurs;

but the Buyer may re-sell or use the Products in the ordinary course of its business.

- 14.3 If any Default occurs or Draka reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then:

14.3.1 any right of sale the Buyer may have in respect of the Products shall cease automatically;

14.3.2 provided that the Products have not been re-sold and without limiting any other right or remedy Draka may have, Draka may at any time require the Buyer to deliver up the Products and if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

- 14.4 Draka may at any time serve a written notice on the Buyer stating that legal and beneficial ownership of all or part of the Products shall pass to the Buyer. Ownership



of such Products shall thereupon immediately pass to the Buyer without prejudice to the Buyer's obligation to pay for such Products.

## **15. CANCELLATION**

15.1 If a Default occurs then Draka shall in its discretion be entitled:

15.1.1 to terminate the Contract; and/or

15.1.2 to terminate any other agreement between Draka and the Buyer for the supply of products and/or services which has not been completely performed.

15.2 Such termination shall become effective either (a) when Draka gives written notice to the Buyer to that effect or (b) when Draka reclaims the Products under Condition 14.2. Such notice may be sent by ordinary or recorded delivery post or by fax. Upon such termination:

15.2.1 the Buyer's obligations to make payments under the Contract or other agreement shall cease other than amounts due in respect of any Products and / or Services delivered prior to such termination or any Metal or Currency Variation; and

15.2.2 Draka shall be entitled to retain any payment already made by the Buyer; and

15.2.3 Draka shall cease to be liable to supply any Products or Services to the Buyer under the Contract or such other agreement.

## **16. VARIATIONS**

16.1 The Buyer shall not be entitled to make any variation to the Order without Draka's written consent. If the Buyer makes any variation to the Order with such consent, Draka shall be entitled to require the Buyer to pay any amount due in respect of any Metal Variation or Currency Variation that was recoverable from the Buyer before such variation.

16.2 Draka shall also be entitled to recover from the Buyer any metal, currency or manufacturing losses caused by an agreed variation to an Order or an agreed cancellation of an Order.

16.3 Draka shall also have the right to increase the prices applicable to the Order where Draka purchases metals or sells forward currency at a less advantageous rate as a result of an agreed variation.

## **17. THIRD PARTY RIGHTS**

17.1 Subject to 17.3 below, Draka shall indemnify the Buyer against any valid claim that the sale or use of the Products by the Buyer infringes any Right of any third party, provided that:

17.1.1 Draka is given written notice of the claim immediately upon the same coming to the Buyer's attention; and

17.1.2 Draka is allowed to conduct the defence of such claim at its own expense.

- 17.2 This Condition shall not apply:
- 17.2.1 if and to the extent that any such claim arises from a design or specification supplied by the Buyer; or
  - 17.2.2 to the sale or use of the Products in a territory which has not been approved by Draka or which could not reasonably have been known to Draka as the destination for the Products at the time that the Contract was made.
- 17.3 Draka shall not in any circumstances be liable under this Condition for any costs or losses of the kind described in Condition 18.2.
- 17.4 If the Products are manufactured to the Buyer's specification, the Buyer shall indemnify Draka against any claim that the manufacture or sale of the Products infringes any Right of any third party.
- 17.5 The Buyer shall not use the Draka trade mark or any Draka owned trade mark (registered or not), the Draka logo or name or get up in any of its advertising, marketing campaigns, in-store or external product promotion and the like, or imply that Draka supports any of the Buyer's advertising, marketing or promotion of the Products without Draka's prior written consent.

## **18. LIABILITY**

- 18.1 Draka's liability in respect of any defect in the Products or Services whether for breach of contract, in tort (including without limitation negligence), by way of indemnity or otherwise howsoever arising shall be limited to replacing the defective Products or re-performing the defective Services without further charge, or, where this is feasible and at Draka's option, to repairing defective Products. Draka shall not be liable for any defect appearing in the Products due to improper use, or for the cost of removing defective Products or installing replacement Products.
- 18.2 Draka shall not in any event be liable whether for breach of contract, in tort (including without limitation negligence), by way of indemnity or otherwise for:
- 18.2.1 any loss of revenue, profit, contracts, anticipated savings, data, business or goodwill, an increase in operating costs or any indirect or financial losses suffered by the Buyer; or
  - 18.2.2 any liquidated damages or penalties or for any claims made against the Buyer by any third party, whether or not Draka has been made aware of any such potential claim prior to or at the date of the Contract.
- 18.3 The maximum liability of Draka under or in connection with the Contract whether for breach of contract, in tort (including without limitation negligence), by way of indemnity or otherwise shall not in any circumstances whatsoever exceed in the aggregate 50% of the total amount paid to Draka by the Buyer under the Contract to the maximum extent possible under law.
- 18.4 No claim may be made against Draka under or in connection with the Contract (including, without limitation, any claim in respect of defective Products or Services) after the end of the Warranty Period. In the event that the Contract relates only to the provision of Services then, for the purposes of this clause 18.4, the Warranty period

shall be deemed to mean 12 months following completion of such Services.

18.5 The Buyer shall be fully responsible for ensuring the safe and proper installation and use of all Products. The Buyer shall use all reasonable endeavours to comply with any request for quarantine or recall of Products ensuring that any such request by Draka or the relevant licensing authority, and any separate Product instructions and warnings supplied by Draka shall be drawn to the attention of its employees or sub-contractors involved with the Products and, where relevant, to the attention of Buyer's customers purchasing the Products, or any product in which the Products are comprised, from the Buyer.

18.6 Nothing in this Contract will limit or exclude the liability of either party for fraud or for death or personal injury arising out of its negligence.

## **19. FORCE MAJEURE**

Draka shall not in any event be liable to the Buyer for any matter which arises from any cause beyond Draka's reasonable control, including but not limited to shortages of raw materials or components, strikes, lock-outs, other industrial action, acts of warfare (whether or not declared) or acts of God.

## **20. EXPORT SALES**

20.1 Where the Products are supplied by Draka to a destination outside the UK, this Condition 20 shall apply by way of modification to these Conditions.

20.2 Unless otherwise stated in the Contract, the Products are sold FCA (as defined in INCOTERMS 2010) at Draka's option and Draka shall not be required to give notice to the Buyer in accordance with Section 32(3) of the Sale of Goods Act 1979.

20.3 All cable will be supplied on suitable export quality, non-returnable drums and reels. All other Products will be supplied in suitable export quality, non-returnable packaging. Condition 7 shall not apply.

20.4 In the case of FCA UK port contracts, where VAT is claimed by HM Customs and Excise on the sale by reason of there being insufficient proof of the Products being exported the Buyer shall indemnify Draka upon request in respect of such VAT.

20.5 The Buyer shall be responsible for any import duties and local taxes outside the UK.

20.6 The Uniform Laws on International Sales Act 1967 shall not apply to the Contract.

20.7 If any export licence or government or other agency approval is required for export of the Products to the Buyer's country, the Buyer shall be responsible for making a timely application for the licence or approval and Draka shall have no liability for any delay caused thereby.

## **21. LAW**

21.1 The Contract (including these Conditions) shall be governed by and construed in accordance with English law and the parties agree to the jurisdiction of the English Courts.

21.2 Headings to these Conditions shall be ignored for the purposes of construction.

## **22. GENERAL**

- 22.1 The Buyer shall not be entitled to assign, subcontract or declare any trust in respect of any of its rights or obligations under the Contract without Draka's prior written consent.
- 22.2 Draka shall be entitled to sub-contract all or any of its rights and obligations under the Contract to a Third Party. Draka shall remain responsible to the Buyer under the Contract for the performance of any sub-contracted obligations as if the obligations had been performed by Draka.
- 22.3 Draka may, without the consent of the Buyer, assign the whole or any part of its rights and obligations under the Contract to any Affiliate. Any such assignment shall be effective when written notice thereof has been given to the Buyer.
- 22.3.1 Draka may, without the consent of the Buyer, assign all or any of its rights under this Contract to any other person, trust, fund or other entity. Any such assignment of Draka's rights shall not affect in any way its obligations or any right of set off or any other right or claim which the Buyer might have in relation to the performance of Draka's obligations under this Contract. Draka may, notwithstanding any restrictions on disclosure, disclose to the assignee and others in connection with any such assignment any information reasonably required including a copy of any invoice, the name and address of the Buyer and a copy of this Contract but excluding any technical or proprietary information. Notwithstanding any such assignment, until notified to the contrary by the assignee, the Buyer shall continue to deal with Draka in all respects in relation to this Contract as if no such assignment had taken place.
- 22.4 Failure by Draka to enforce any term of the Contract shall not be deemed to be a waiver of any of its rights under the Contract.
- 22.5 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

If any provision of the Contract which is not of a fundamental nature is held to be illegal or unenforceable, this shall not affect the validity or enforceability of the remainder of the Contract.

- 22.6 No amendment to the Contract shall be valid unless made in writing and signed by an authorised representative of both the Buyer and Draka.
- 22.7 Nothing in the Contract shall confer on any third party any benefit or the right to enforce any term of the Contract.
- 22.8 At Draka's sole discretion and only upon written terms and conditions satisfactory to and agreed in advance by Draka shall Products be returned to Draka as a result of the Buyer's stock cleansing.

## **23. PREVENTION OF CORRUPTION**

- 23.1 Neither Party shall:
- 23.1.1 offer or agree to give any person working for or engaged by the other Party any gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to this Contract, or any other

agreement between the Parties; nor

- 23.1.2 enter into this Contract if it has knowledge that, in connection with it, any money or other consideration has been, or will be, paid to any person working for or engaged by the other Party, or that an agreement has been reached to that effect.
- 23.2 If either Party breaches clause 23.1 hereof or the Bribery Act 2010 or its predecessor legislation in relation to this Contract or any other contract, the other Party may terminate this Contract by written notice with immediate effect.
- 23.3 Any termination under clause 23.2 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the Party entitled to terminate this Contract.

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