SECTION 1. DEFINITIONS –

Goods and/or Services from Supplier in accordance with these Conditions. The Order shall whom Customer purchases the Goods and/or Services; and

 SECTION 2. COMMISSION DATE – The Commission Date means the date set out in Section 2 hereof; “Compliance Regulations” means together, the Bibby Legislation, the Code, the Customer’s Modern Slavery Policy and any other applicable Modern Slavery Policy;

“Conflict Minerals” means tin, tungsten, tantalum and gold and their ores sourced from the Democratic Republic of Congo or an adjoining country that directly or indirectly finance or benefit armed groups in the Democratic Republic of Congo.

 SECTION 3. MODERN SLAVERY LAWS – Modern Slavery Laws means the United Kingdom Modern Slavery Act 2015 and all other applicable laws which relate to slavery, servitude, forced labour and human trafficking and apply from time to time to the Supplier, the Customer, these Conditions and the Contract.

 SECTION 4. SUPPLY OF SERVICES - Supplier shall deliver the Goods: (i) on the date specified in the Order or, if no date is specified, as soon as practicable after acceptance by Customer; (ii) to the place nominated by Customer; (iii) by the method nominated by Customer; and (iv) at a time nominated by Customer.

 SECTION 5. DELIVERY OF GOODS - Supplier shall deliver the Goods in accordance with the Contract and to the Delivery Location.

 SECTION 6. ADDITIONAL TERMS – The following additional terms apply to the Contract:

 Supplier will not use, and will ensure that its supply chain does not use, any Conflict Minerals Vendor or in its business. Supplier from committing an MSA Offense under the Compliance Regulations and will, at a time during the term of the Contract comply with the most recent guidance issued from time to time by any applicable government department or regulatory body in relation to the Compliance Regulations; (6.3) Supplier and/or any of its employees, agents, sub-contractors or others performing services on behalf of Supplier have done (or agreed to do) or will do (or agree to do) anything which constitutes a breach by Supplier or Customer of the Compliance Regulations; (6.4) Supplier and/or any of its employees, agents, sub-contractors or others performing services on behalf of Supplier in a way which violates the Compliance Regulations and take such remedial action as Supplier shall reasonably direct.
prejudice to Section 18, Supplier shall ensure that any contract it enters into with a Supplier relating to the provision of Goods or Services is in accordance with the Customer’s Modern Slavery Policy and any applicable Modern Slavery Laws. (6.6) Supplier shall, if requested by Customer, carry out an annual audit to monitor its compliance with the Compliance Regulations. Supplier shall provide a copy of the audit report to Customer which shall include details of the steps taken by Supplier to ensure compliance with the Compliance Regulations. (6.7) Supplier shall notify Customer if any of its directors or officers is convicted of an offense in respect of any provision of the Goods and Services and any associated technology. (6.11) Supplier in addition, hereby confirms to Customer, that it does not, in the course of its general business activities (including, without limitation, the supply of the Goods and Services), license and/or transfer any Intellectual Property Rights to a third party, or use any Intellectual Property Rights of a third party, or use or make available any Confidential Information with respect to any person or organization, or the Goods or Services and their associated technologies directly or indirectly to any person, entity or into any territory which is embargoed, prohibited, embargoed, or otherwise subject to sanctions, and Supplier shall at all times maintain and ensure that the blackout list, supplement to the blackout list, and any future supplements to the blackout list, in each case in relation to the territory in which Supplier is located. (6.12) In addition to all other remedies available to Customer, Supplier shall indemnify Customer against all liabilities, costs, expenses, damages and losses suffered or incurred by Customer, in respect of any Intellectual Property Rights, including, but not limited to, direct or indirect or profit of loss, revenue of business, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Customer arising out of or in connection with Customer’s breach of any of the provisions of this Section 6. (6.13) For the avoidance of doubt, this Section 6 shall survive termination or expiration of the Contract.

SECTION 7. CUSTOMER REMEDIES - If Supplier fails to deliver the Goods and/or perform the Services by the applicable date, Customer shall, without limiting its other rights or remedies, have one or more of the following rights: (a) to terminate this Section 7 (b) to cancel all or any part of the contract for the Goods and/or Services and to recover from Supplier the full and exclusive remuneration of Supplier in respect of the performance of the contract for the Goods and/or Services up to the date of termination; (c) to claim liquidated damages, up to a maximum of twenty per cent (20%) of the total price if Supplier has not delivered the Goods for the period of the delay in delivery by Supplier; (d) to claim interest on any amounts payable by the Customer under the Contract, in respect of the period during which the delay continued, at the rate of five per cent (5%) of the price of the Goods for each week's delay in delivery by Supplier; (e) to refuse to make payment of the price of the Goods or Services; (f) to refuse to accept any subsequent delivery of the Goods which Supplier attempts to make; (g) to refuse to pay any subsequent amounts payable by the Customer under the Contract for the Goods or Services; (h) to recover from Supplier the full and exclusive remuneration of Supplier in respect of the performance of the contract for the Goods and/or Services up to the date of termination; and (i) to provide a full refund of the price of the rejected Goods (if paid); (j) to require the Supplier at its sole cost to re-execute the Services in accordance with the Contract, or to provide a full refund of the price of the rejected Goods; (k) to refuse to accept any subsequent delivery of the Goods which Supplier attempts to make; (l) to refuse to make payment of the price of the Goods or Services; (m) to recover from Supplier any expenditure incurred by Customer in obtaining substitute goods and/or services from a third party; (n) to claim damages for any additional costs, loss, or expenses incurred by Customer arising from Supplier's failure to supply the Goods in accordance with the Contract; or (o) to provide such information as Supplier may reasonably request for the purpose of providing the Services and (p) provide such information as Supplier may reasonably request for the purpose of providing the Services and (q) provide such information as Supplier may reasonably request for the purpose of providing the Services and (r) provide such information as Supplier may reasonably request for the purpose of providing the Services and (s) provide such information as Supplier may reasonably request for the purpose of providing the Services and (t) provide such information as Supplier may reasonably request for the purpose of providing the Services.

SECTION 8. CHARGES AND PAYMENT - The price for the Goods shall be: (i) as agreed with Customer; (ii) if the price is set out in the Order, as agreed with Customer; (iii) if the price is set out in the Contract, as agreed with Customer; or (iv) if no price is set out in the Contract, the price shall be as agreed with Customer. The charge for the Services shall be as agreed in the Order, and shall be in accordance with the Contract, and shall be calculated in accordance with the Customer’s schedule of charges for the Services. GIAG, Inc. shall be liable for all expenses incurred in connection with the provision of the Services. Unless otherwise agreed to in writing by Customer, the charges for the Services shall be due and payable upon completion of the Services. GIAG, Inc. shall promptly provide Services and promptly invoice Customer for the amount of the charges upon completion of the Services. GIAG, Inc. shall provide all information required by Customer to verify the accuracy of the invoice, including, but not limited to, the relevant purchase order number and (ii) if, required in the Order, Supplier's
SECTION 15. TERMINATION - Without limiting its other rights or remedies, Customer may terminate the Contract: (i) in respect of the supply of Services, by giving Supplier one (1) month's written notice; and (ii) in respect of the supply of Goods, in whole or in part at any time before delivery with immediate effect by giving written notice to Supplier, whereupon Supplier shall discontinue all work under the Contract. Customer shall pay Supplier for all work done and reasonable compensation for any work in progress to the extent that the same cannot be reemployed or otherwise mitigated in respect of the Goods at the time of termination, but such compensation shall not include loss of profits or any consequential loss or indirect loss or damage to the Goods. Without limiting its other rights or remedies, Supplier may terminate the Contract by giving Customer three (3) months' written notice. In those circumstances where both Goods and Services are to be supplied under the Contract, and a party to the Contract has the right to terminate the Contract, that party may terminate the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the other party's obligations for a continuous period of more than thirty (30) days, Customer may terminate the Contract immediately by giving written notice to Supplier. In those circumstances where both Goods and Services are to be supplied under the Contract, and a party to the Contract has the right to terminate the Contract, that party may terminate the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the other party's obligations for a continuous period of more than thirty (30) days, Customer may terminate the Contract immediately by giving written notice to Supplier if: (i) commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of receipt of notice in writing to do so; (ii) commits an MSA Offense; (iii) becomes insolvent, or a bankruptcy proceeding is or becomes necessary to be taken for the purpose of winding up its affairs, or for the purpose of appointing a receiver, manager, or liquidator; or (iv) makes a general assignment for the benefit of creditors; (v) fails to pay any one or more of its components suppliers on a timely basis consistent with contractual obligations and industry standards; or (vi) the party ceases to do business. Neither party shall have the right to terminate the Contract for a Force Majeure Event or a Force Majeure Event caused by events, circumstances, or causes beyond its reasonable control, including, but not limited to: (i) Acts of God, flood, drought, earthquake, the collapse of buildings, fire or explosion or other natural disaster; (ii) terrorism, attack, civil war, civil commotion, riots, war, threat of or preparation for war, or armed conflict; (iii) imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical, or biological contamination or sonic boom, epidemic, or pandemic; and (v) any law or any action taken by a Government or a public authority, including, without limitation, imposing an export or import restriction, quota, or prohibition (each a "Force Majeure Event"). Supplier shall use all reasonable endeavors to mitigate the effect of a Force Majeure Event on the performance of obligations. If a Force Majeure Event prevents, hinders, or delays Supplier's performance of its obligations for a continuous period of more than thirty (30) days, Customer may terminate the Contract immediately by giving written notice to Supplier.

SECTION 16. CONSEQUENCES OF TERMINATION - On termination of the Contract for any reason, Supplier shall immediately (but no later than three (3) Business Days), upon direction by Customer, deliver to Customer all Deliverables whether or not then complete, and return all Customer Materials to Customer in the same condition as received except for such modifications as may be necessary to make it valid, legal, and enforceable. If such modification is not possible, the Contract shall be deemed to, establish any relationship of employer and employee between the parties.

SECTION 17. FORCE MAJEURE - Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from events, circumstances, or causes beyond its reasonable control, including, but not limited to: (i) Acts of God, flood, drought, earthquake, the collapse of buildings, fire or explosion or other natural disaster; (ii) terrorism, attack, civil war, civil commotion, riots, war, threat of or preparation for war, or armed conflict; (iii) imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical, or biological contamination or sonic boom, epidemic, or pandemic; and (v) any law or any action taken by a Government or a public authority, including, without limitation, imposing an export or import restriction, quota, or prohibition (each a "Force Majeure Event"). Supplier shall use all reasonable endeavors to mitigate the effect of a Force Majeure Event on the performance of its obligations. If a Force Majeure Event prevents, hinders, or delays Supplier's performance of its obligations for a continuous period of more than thirty (30) days, Customer may terminate the Contract immediately by giving written notice to Supplier.

SECTION 18. ASSIGNMENT AND OTHER DEALINGS - Customer may at any time assign, transfer, mortgage, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under the Contract. Supplier shall not assign, transfer, mortgage, charge or subcontract with all or any of its rights or obligations under the Contract without the prior written consent of Customer, which consent may be withheld for any reason. If Customer consents to Supplier's use of a subcontractor, Supplier will (i) guarantee and will remain primarily liable for the performance of all subcontracted obligations and (ii) indemnify Customer for all liabilities, costs, expenses, damages, and losses (including any direct, indirect, or consequential losses, loss of profit, loss of reputation, and all interest, penalties, and legal costs and expenses and all other reasonable professional costs and expenses) suffered incurred by Customer as a result of or in connection with Supplier's failure to immediately return the Customer Materials.

SECTION 19. NOTICES - Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its principal place of business or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, A notice or other communication shall be deemed to have been received: if delivered personally, when left at the principal place of business of Supplier or Customer (or such other address as Supplier or Customer may designate); if sent by pre-paid first class post, at 9.00 a.m. on the third business day following the date and time of the posting and on the third business day after posting, if delivered by commercial courier; on the date and at the time that the courier's delivery receipt is signed. The provisions of this Clause shall not apply to the service of any proceedings or other documents served in any legal action.

SECTION 20. SEVERANCE - If any provision of or part-provision of the 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 or deletion of a provision or part-provision under this Section shall not affect the validity and enforceability of the rest of the Contract.

SECTION 21. WAIVER - A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No party to the Contract shall be deemed to have waived any right or remedy pursuant to the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

SECTION 22. NO PARTNERSHIP OR AGENCY - Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.