

Standard Terms and Conditions for the Supply of Goods and Services



1. CONDITIONS

These Conditions may only be varied with the written agreement of the Purchaser. No terms or conditions put forward at any time by the Supplier shall form any part of the Contract unless specifically agreed in writing by the Purchaser.

2. THE GOODS

- 2.1 The Goods shall be to the reasonable satisfaction of the Purchaser and shall conform in all respects with any particulars specified in the Contract and in any variations thereto.
- 2.2 The Goods shall conform in all respects with the requirements of any statutes, orders, regulations, or byelaws from time to time in force.
- 2.3 The Goods shall be fit and sufficient for the purpose for which such goods are ordinarily used and for any particular purpose made known to the Supplier by the Purchaser and the Purchaser relies on the skill and judgement of the Supplier in the supply of the Goods and the execution of the Contract.

3. THE PRICE

- 3.1 The price of the Goods and any related Services shall be as stated in the Contract and no increase will be accepted by the Purchaser unless agreed by the Purchaser in writing before the commencement of performance of the Contract or where there is an agreed basis of price variation (such as indexation) set out in the Price Schedule, or where revised prices have been agreed by the Purchaser (including prices during any Extension Period of the Contract) and recorded in writing by the Purchaser as a formal variation / Amendment to the Contract.
- 3.2 Unless otherwise agreed in writing by the Purchaser, the Supplier shall submit a separate invoice in respect of each consignment delivered under the Contract. Payment of invoices shall be due 30 days from month end.

In this Condition 3, 'invoice' includes an electronic invoice meeting all the requirements set out in regulation 70A of the Public Contracts (Scotland) Regulations 2015 or regulation 44A of the Concession Contracts (Scotland) Regulations 2016.
- 3.3 Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.

- 3.4 Notwithstanding Condition 25 (Assignment and sub-contracting) of this Contract the Supplier may assign to another person (an "assignee") the right to receive payment of the Price or any part thereof due to the Supplier under this Contract subject to (i) deduction of sums in respect of which the Purchaser exercises its right of recovery under Condition 24 (Recovery of sums due) of this Contract and (ii) all the related rights of the Purchaser under this Contract in relation to the recovery of sums due but unpaid.

The Supplier shall notify or procure that any assignee notifies the Purchaser of any variations to the arrangements for payment of the Price or for handling invoices, in each case in good time to enable the Purchaser to redirect payments or invoices accordingly. In the absence of such notification the Purchaser shall be under no obligation to vary the arrangements for payment of the Price or for handling invoices.

- 3.5 The Supplier is requested to address any complaints regarding late payment of invoices to Accounts@fergusonmarine.com

4. CHANGE TO CONTRACT REQUIREMENTS

- 4.1 The Contract Term and price of the Goods and/or Services shall be as stated in the Contract subject always to the provisions of Conditions 4.2 and the 3.1 respectively
- 4.2 The Contract will commence on the Commencement Date and will continue for the Contract Term unless extended or terminated in accordance with this Contract.
- 4.3 This Contract may be extended at the sole discretion of the Purchaser in any number of periods up to the term of Extension Period, provided a notice of extension has been served on the Supplier no later than one month prior to the Expiry Date. The provisions of the Contract will apply throughout any such period of extension subject to any variation of price pursuant to this Contract.
- 4.4 The Purchaser may order any variation to any quantity or specification of goods or to any part of the Services that for any other reason shall in the Purchaser's opinion be desirable. Any such variation may include (but shall not be restricted to) additions, omissions, alterations, substitutions to the Goods or Services and changes in quality, form, character, kind, timing, method or sequence of the delivery of Goods or provision of Services.
- 4.5 Save as otherwise provided herein, no variation of the specification of Goods or of the Services as provided for in Condition 4.1 hereof shall be valid unless given or confirmed in the

Page 1 of 14	Version 1	SCM-PRO-TERMS-01
UNCONTROLLED WHEN PRINTED		Printed: 06/10/23
<i>It is the responsibility of the user to ensure they are working with the latest version</i>		

Standard Terms and Conditions for the Supply of Goods and Services



form of an order given by the Purchaser. All such orders shall be given in writing provided that if for any reason the Purchaser shall find it necessary to give any such order orally in the first instance the Supplier shall comply with such oral order which must be confirmed in writing by the Purchaser within 2 working days of the giving of such oral order by the Purchaser, failing which the variation made by such oral order shall cease to have effect on the expiry of the said 2 working day period.

- 4.6 Where any such change in quality or specifications of Goods or variation of the Services made in accordance with Conditions 4.3 and 4.4 has affected or may affect the costs incurred by the Supplier delivering the Goods or providing the Services, the Supplier will notify the Purchaser in writing of the effect which it has had or may have on the said costs and such notification shall be considered by the Purchaser, who shall take all of the facts into account (including such information as may be provided by the Supplier in respect of the effect which such variation has had or may have on the costs incurred by the Supplier in providing the Goods or Service) and may authorise such alteration to the sums to be paid to the Supplier in accordance with the provisions of the Contract as are, in the Purchaser's opinion, appropriate and reasonable in the circumstances.

5. INSPECTION OF PREMISES AND NATURE OF SERVICES

- 5.1 The Supplier is deemed to have inspected the Premises before tendering so as to have understood the nature and extent of the Services to be carried out and is deemed to be satisfied in relation to all matters connected with the Services and Premises.
- 5.2 The Purchaser shall, at the request of the Supplier, grant such access as may be reasonable for this purpose.
- 5.3 Unless otherwise specified, the Supplier shall provide all plant, tools, material, labour, haulage, and any other things necessary to complete the Contract.

6. SECURITY AND ACCESS TO PURCHASERS' PREMISES

- 6.1 The Supplier shall comply with the rules, regulations, policies, procedures, and requirements in force at the Purchaser's Premises including those rules of which the Supplier has been notified or should have known through signage or other publicly displayed notices in the Premises, or through general

practices and standards applicable to all parties working within the secure environment of the Premises.

- 6.2 Any access to, or occupation of, the Purchaser's Premises which the Purchaser may grant the Supplier from time to time is on a non-exclusive licence basis free of charge. The Supplier must use the Purchaser's Premises solely for the purpose of performing its obligations under the Contract and must limit access to the Purchaser's Premises to such individuals as are necessary for that purpose.
- 6.3 The Supplier must comply with the Purchaser's policies concerning Baseline Personnel Security Standard and Disclosure Scotland checks and such modifications to those policies or replacement policies as are notified to the Supplier from time to time.
- 6.3 The Supplier must notify the Purchaser of any matter or other change in circumstances which might adversely affect future Baseline Personnel Security Standard clearance.
- 6.4 The Supplier must ensure that any individual Supplier Representative entering Purchaser Premises has completed the process for obtaining Baseline Personnel Security Standard clearance and also obtained a Disclosure Scotland certificate. The Supplier acknowledges that the Purchaser has the right to deny entry to any individual that has not completed the process for obtaining Baseline Personnel Security Standard clearance and who is unable to evidence a current, valid Disclosure Scotland certificate at the Disclosure Level indicated in this Contract.
- The Supplier shall instruct and ensure that their staff carry their Disclosure Scotland certificate and a valid form of identification (such as a photo-card driving licence or similar) when seeking entry to the Premises.
- 6.5 The Supplier must notify the Purchaser of any matter or other change in circumstances which might adversely affect future Baseline Personnel Security Standard clearance or the validity of a Disclosure Scotland certificate for any persons or personnel engaged by it who are performing activities under the Contract in the Purchaser's Premises. In the case of persons or personnel whose activities require them to enter Purchaser Premises, the Supplier shall ensure that, following any adverse issue, the person concerned does not act in the performance of the Contract until the Purchaser has confirmed approval.

Page 2 of 14	Version 1	SCM-PRO-TERMS-01
UNCONTROLLED WHEN PRINTED		Printed: 06/10/23
<i>It is the responsibility of the user to ensure they are working with the latest version</i>		

Standard Terms and Conditions for the Supply of Goods and Services



- 6.6 At the Purchaser's written request, the Supplier must provide a list of the names and addresses of all persons who may require admission to the Purchaser's Premises in connection with the Contract, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Purchaser may reasonably request.
- 6.7 In accordance with the Purchaser's policies concerning visitor access, entry to the Purchaser's Premises may be granted to individual Supplier Representatives for the purposes of meetings, notwithstanding that the process for obtaining Baseline Personnel Security Standard or Disclosure Scotland clearance has not commenced or completed.
- 6.8 The Purchaser may, by notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Purchaser's Premises any Supplier Representative whose admission or continued presence would, in the opinion of the Purchaser acting reasonably, be undesirable.
- 6.9 **Prohibited Items.** The Supplier acknowledges that a range of items are prohibited within the Purchaser's Premises and that it is a criminal offence to introduce or to attempt to introduce such items to the Purchaser's Premises *(or to remove them from the Purchaser's Premises)*. **All such items in the possession of a person or in a vehicle seeking entry to or exit from the secure perimeter of the Purchaser's Premises must be declared to the Purchaser's security staff and be left out-with the Premises precincts or at the Premises reception.**
- 6.9.1 Prohibited Items include: Personal communication devices (PCDs) including PDAs, Laptops, smart watches, tablets, mobile phones (including any part of a mobile phone such as a charger), handheld cameras and devices capable of video or audio recording; and any other device that allows connection to the internet or phone networks; Memory devices (such as USB devices or mobile phone SIM card); Offensive weapons such as knives and blades, firearms or explosives, or any item which is sharply pointed; Smoking materials such as tobacco, cigarettes, e-cigarettes, vaping devices, lighters and matches; Drugs including prescribed medication; E-Book readers; and Alcohol. Satellite navigation devices are not in themselves prohibited but may contain a removable memory card which is an article that should be declared.
- 6.9.2 The Purchaser recognises the legitimate use of vehicle on-board cameras for security of the vehicle & load, incident accident recording and insurance purposes. Use of vehicle on-board cameras should be declared but is permissible within the secure perimeter of the Premises for the intended purposes subject to the following provisions:
- The Purchaser has a presumption that recorded images will be automatically overwritten after a period of operation. The Supplier should ensure that any downloaded images are held securely and only for as long as necessary to support a legitimate business need.
 - The Supplier (and its appointed sub-contractors) shall ensure that it maintains appropriate processes in accordance with the UK GDPR to restrict access to named persons to any imagery that the Supplier (and its appointed sub-contractors) may record or hold, including any recorded within the Premises, from which individual persons can be identified or which indicates Premises security processes.
 - Unauthorised release of images recorded within the Premises into the public domain would be considered a breach of the Contract.
 - The Supplier (and its appointed sub-contractors) has a duty to cooperate with any access request from the Purchaser to view images recorded in the Premises and to support any investigation into the inappropriate release of such material.
- 6.9.3 Where use of a PCD such as a laptop or computer or the use of an electronic device or tool listed in Condition 4.9.1 is material to performance of the Contract, the Supplier will require to obtain prior written consent from the Purchaser (through the Governor of the Premises) before bringing onto and using such devices within the Purchaser's Premises. The Supplier remains wholly responsible for the controlled use and security of such items within the Purchaser's Premises
- 6.10 The Purchaser can provide advice and assistance acting reasonably to the Supplier to facilitate the Supplier's compliance with this Condition.
- 6.11 If **cyber security** requirements apply to this Contract:
- 6.11.1 Then these are set out in the Schedule (Specification) or in a Cyber Security Requirements Schedule to this Contract and the Supplier shall comply with such cyber security provisions; and
- 6.11.2 in the case that no cyber security provisions are set out in the Contract, the Supplier will exercise due care to protect information, meet the Data Protection obligations in Condition 29, and act in accordance with Good Industry Practice.

Page 3 of 14	Version 1	SCM-PRO-TERMS-01
UNCONTROLLED WHEN PRINTED		Printed: 06/10/23
<i>It is the responsibility of the user to ensure they are working with the latest version</i>		

Standard Terms and Conditions for the Supply of Goods and Services



- 6.12 All decisions of the Purchaser under this Condition are final and conclusive.
- 6.13 Breach of this Condition 6 by the Supplier is a material breach for the purposes of Condition 23.2 (Termination).

7. SUPPLIERS STATUS

In carrying out any Services associated with the Contract the Supplier shall be acting as principal and not as the agent of the Purchaser. Accordingly: (a) the Supplier shall not (and shall procure that his agents and servants do not) say or do anything that might lead any other person to believe that the Supplier is acting as the agent of the Purchaser, and (b) nothing in this Contract shall impose any liability on the Purchaser in respect of any liability incurred by the Supplier to any other person but this shall not be taken to exclude or limit any liability of the Purchaser to the Supplier that may arise by virtue of either a breach of this Contract or any negligence on the part of the Purchaser, or the Purchaser's staff or agents.

8. SUPPLIERS PERSONNEL

- 8.1 The Supplier shall take the steps reasonably required by the Purchaser to prevent unauthorised persons being admitted to the Premises. If the Purchaser gives the Supplier notice under Condition 6.8 that any person is not to be admitted to or is to be removed from the Premises, or is not to become involved in, or is to be removed from involvement in the performance of the Contract, the Supplier shall take all reasonable steps to comply with such notice and if required by the Purchaser the Supplier shall replace any person removed under this Condition with another suitably qualified person.

The giving of such notice by the Purchaser to the Supplier as aforesaid shall not entitle the Supplier to delay, suspend, terminate, or withhold the performance of any of its obligation in terms of the Contract and it shall remain bound to timeously implement its obligations in full, whether or not it complies with the terms of the said notice or otherwise.

- 8.2 The decision of the Purchaser shall be final and conclusive as to whether any person is to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract and as to whether the Supplier has furnished the information or taken the steps required of the Supplier by this Condition.
- 8.3 Security passes (where issued by the Purchaser) shall remain the property of the Purchaser and shall be surrendered

on demand. or following the termination or expiry of the Contract

- 8.4 The Supplier shall bear the cost of any notice, instruction, or decision of the Purchaser under this Condition.

9. DELIVERY

The Supplier shall make no delivery of materials, plant, or other things, nor commence any work on the Premises without obtaining the Purchaser's prior consent. The Supplier shall make delivery at a time agreed between the Supplier and Purchaser.

- 9.2 The Goods shall be delivered to the place named in the Contract. Any access to premises and any labour and equipment that may be provided by the Purchaser in connection with delivery shall be provided without acceptance by the Purchaser of any liability whatsoever and the Supplier shall indemnify the Purchaser and the Crown in respect of any actions, suits, claims, demands, losses, charges, costs and expenses which the Purchaser or the Crown may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of the Supplier's sub-contractors.
- 9.3 The time of delivery shall be of the essence and failure to deliver within the time promised or specified shall enable the Purchaser (at the Purchaser's option) to release themselves from any obligation to accept and pay for the Goods and/or to cancel all or part of the Contract therefor, in either case without prejudice to the Purchaser's other rights and remedies.

10. ACCESS

- 10.1 Where any access to the premises is necessary in connection with delivery or installation the Supplier and the Supplier's sub-contractors shall at all times comply with the reasonable requirements of the Purchaser's Head of Security.
- 10.2 Access to the Premises shall not be exclusive to the Supplier but only such as shall enable the Supplier to carry out the Services concurrently with the execution of work by others. The Supplier shall co-operate with such others as the Purchaser may reasonably require.
- 10.3 The Purchaser shall have the power at any time during the progress of the Services to order in writing: (a) the removal from the Premises of any materials which in the opinion of the

Page 4 of 14	Version 1	SCM-PRO-TERMS-01
<p style="text-align: center;">UNCONTROLLED WHEN PRINTED</p> <p><i>It is the responsibility of the user to ensure they are working with the latest version</i></p>		Printed: 06/10/23

Standard Terms and Conditions for the Supply of Goods and Services



Purchaser are either hazardous, noxious or not in accordance with the Contract; (b) the substitution of proper and suitable materials; (c) the removal and proper re-execution notwithstanding any previous test thereof or interim payment therefor of any work which, in respect of material or workmanship, is not in the opinion of the Purchaser in accordance with the Contract. The Supplier shall comply forthwith with the terms of any such order.

10.4 On completion of the Services the Supplier shall remove the Supplier's plant, equipment and unused materials and shall clear away from the Premises all rubbish arising out of the Services and leave the Premises in a neat and tidy condition.

11. PROPERTY AND RISK

Property and risk in the Goods shall without prejudice to any of the rights or remedies of the Purchaser (including the Purchaser's rights and remedies under Condition 13 (Inspection, etc.) hereof) pass to the Purchaser at the time of delivery.

12. DAMAGE IN TRANSIT

On dispatch of any consignment of the Goods the Supplier shall send to the Purchaser at the address for delivery of the Goods and advice notes specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume. The Supplier shall free of charge and as quickly as possible either repair or replace (as the Purchaser shall elect) such of the Goods as may either be damaged in transit or having been placed in transit fail to be delivered to the Purchaser provided that: (a) in the case of damage to such Goods in transit the Purchaser shall within thirty days of delivery give notice to the Supplier that the Goods have been damaged; (b) in the case of non-delivery the Purchaser shall (provided that the Purchaser has been advised of the dispatch of the Goods) within 10 days of the notified date of delivery give notice to the Supplier that the Goods have not been delivered.

13. INSPECTION, REJECTION AND GUARANTEE

13.1 The Supplier shall permit the Purchaser or the Purchaser's authorised representatives to make any inspections or tests of the Goods the Purchaser may reasonably require and the Supplier shall afford all reasonable facilities and assistance free of charge at the Supplier's premises. No failure to make complaint at the time of such inspection or tests and no approval given during or after such tests or inspections shall constitute a waiver by the Purchaser of any rights or remedies in respect of the Goods.

13.2 The Purchaser may by written notice to the Supplier reject any of the Goods which fail to meet the requirements specified in the contract. Such notice shall be given within a reasonable time after delivery to the Purchaser of Goods concerned. If the Purchaser shall reject any of the Goods pursuant to this Condition the Purchaser shall be entitled (without prejudice to his other rights and remedies) either: (a) to have the Goods concerned as quickly as possible either repaired by the Supplier or (as the Purchaser shall elect) replaced by the Supplier with Goods which comply in all respects with the requirements specified herein; or (b) to obtain a refund from the Supplier in respect of the Goods concerned.

13.3 The guarantee period applicable to the Goods shall be 12 months from the putting into service or 18 months from delivery of the Goods, whichever shall be the shorter (subject to any alternative guarantee arrangements agreed in writing between the Purchaser and the Supplier). If the Purchaser shall within such guarantee period or within 30 days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use the Supplier shall (without prejudice to any other rights and remedies which the Purchaser may have) as quickly as possible remedy such defects (whether by repair or replacement as the Purchaser shall elect) without cost to the Purchaser.

13.4 Any Goods rejected or returned by the Purchaser as described in paragraphs 13.2 or 13.3 shall be returned to the Supplier at the Supplier's risk and expense.

14. LABELLING AND PACKAGING

14.1 The Goods shall be packed and marked in a proper manner and in accordance with the Purchaser's instructions and any statutory requirements and any requirements of the carriers. In particular, the Goods shall be marked with the number of the Purchase Order (if any), the net, gross and tare weights, the name of the contents shall be clearly marked on each container and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings. The Supplier shall indemnify the Purchaser and the Crown against all actions, suits, claims, demands, losses, charges, costs, and expenses which the Purchaser or the Crown may suffer or incur as a result of or in connection with any breach of this Condition.

14.2 All packaging materials will be considered non-returnable and will be destroyed unless the Supplier's advice notes states that such materials will be charged for unless returned. The Purchaser accepts no liability in respect of the non-arrival at

Page 5 of 14	Version 1	SCM-PRO-TERMS-01
UNCONTROLLED WHEN PRINTED		Printed: 06/10/23
<i>It is the responsibility of the user to ensure they are working with the latest version</i>		

Standard Terms and Conditions for the Supply of Goods and Services



the Supplier's Premises of empty packages returned by the Purchaser unless the Supplier shall within ten days of receiving notice from the Purchaser that the packages have been dispatched notify the Purchaser of such non-arrival.

14.3 The Supplier represents and warrants that the maximum use has been made of recycled materials in the manufacture of crates, pallets, boxes, cartons, cushioning and other forms of packing, where these fulfil other packing specifications.

15. AUDIT

The Supplier shall keep and maintain until 5 years after the Contract has been completed records to the satisfaction of the Purchaser of all expenditures which are reimbursable by the Purchaser and of the hours worked and costs incurred in connection with any employees of the Supplier paid for by the Purchaser on a time charge basis. The Supplier shall on request afford the Purchaser or his representatives such access to those records as may be required by the Purchaser in connection with the Contract.

16. CORRUPT GIFTS OR PAYMENTS

The Supplier shall not offer or give, or agree to give, to any employee or representative of the Purchaser any gift or consideration of any kind as an inducement or reward for doing or refraining from doing or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other contract with the Purchaser or for showing or refraining from showing favour or disfavour to any person in relation to this or any such Contract. The attention of the Supplier is drawn to the criminal offences created by the Bribery Act 2010.

17. INTELLECTUAL PROPERTY RIGHTS

17.1 All Intellectual Property Rights in any material, including (but not limited to) reports, guidance, specification, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs which are created or developed by the Supplier on behalf of the Purchaser for use, or intended use, in relation to the performance by the Supplier of its obligations under the Contract are hereby assigned to and shall vest in the Crown absolutely.

17.2 Except as may expressly be provided for in the Contract, neither party acquires any interest in or license to use the other party's Intellectual Property Rights owned or developed prior to or independently of the Contract.

17.3 The Supplier must not infringe any Intellectual Property Rights of any third party in providing the Services or otherwise performing its obligations under the Contract. The Supplier

shall indemnify the Purchaser against all actions, claims, demands, losses, charges, costs and expenses which the Purchaser may suffer or incur as a result of or in connection with any breach of this Condition 17.3.

17.4 The provisions of this Condition 17 shall apply during the continuance of this Contract and after its termination howsoever arising.

18. HEALTH AND SAFETY

18.1 The Supplier represents and warrants to the Purchaser that the Supplier is satisfied that all necessary tests and examinations have been made or will be made prior to delivery of the Goods to ensure that the Goods are designed and constructed so as to be safe and without risk to the health or safety of persons using the same, and that the Supplier has made available to the Purchaser adequate information about the use for which the Goods have been designed and have been tested and about any conditions necessary to ensure that when put to use the goods will be safe and without risk to health.

18.2 The Supplier shall perform the Services in such a manner as to be safe and without risk to the health or safety of persons in the vicinity of the place where the Services are being performed (whether such persons are in the vicinity of the said place at the time when the Services are being performed or otherwise) and in such a manner as to comply with any relevant health and safety or other legislation (including Statutory Instrument, Orders, or Regulations made under the said legislation) and any requirements imposed by a local or other regulatory authority in connection with the performance of services of the type supplied to the Purchaser, whether specifically or generally.

18.3 With prejudice to the generality of paragraph 18.1 hereof, the Supplier shall indemnify the Purchaser and the Crown against all actions, suits, claims, demands, losses, charges, costs, and expenses which the Purchaser or the Crown may suffer or incur as a result of or in connection with any breach of paragraphs 18.1 or 18.2 hereof.

19. INDEMNITY AND INSURANCE

19.1 Without prejudice to any rights or remedies of the Purchaser (including the Purchaser's rights and remedies under Condition 13 (Inspection, etc.)) hereof the Supplier shall indemnify the Purchaser and the Crown against all actions, suits, claims, demands, losses, charges, costs and expenses which the Purchaser or the Crown may suffer or incur as a result of

Page 6 of 14	Version 1	SCM-PRO-TERMS-01
UNCONTROLLED WHEN PRINTED		Printed: 06/10/23
<i>It is the responsibility of the user to ensure they are working with the latest version</i>		

Standard Terms and Conditions for the Supply of Goods and Services



or in connection with any damage to property or in respect of any injury (whether fatal or otherwise) to any person which may result directly or indirectly from any defect in the Goods or the negligent or wrongful act or omission of the Supplier.

19.2 The Purchaser shall indemnify the Supplier in respect of all claims, proceedings, actions, damages, fines, costs, expenses, or other liabilities which may arise out of, or in consequence of, a breach of the Data Protection Laws where the breach is the direct result of the Supplier acting in accordance with the Purchaser's specific written instructions. This indemnity provision shall not apply if the Supplier:

- (a) acts on the Purchaser's specific written instructions but fails to notify the Purchaser in accordance with Condition 29.11(c) of this Contract.
- (b) fails to comply with any other obligation under the Contract.

19.3 Except in the case of loss, damage or personal injury (including death) suffered by an employee of the Supplier (in respect of which the indemnity in Condition 15.1 shall apply whether or not the loss, damage or personal injury was caused by the negligent or wilful act or omission of the Purchaser, the Crown or any servant or agent of the Crown) the indemnity contained in Condition 19.1 shall not apply to the extent that the loss, damage or injury is caused by the negligent or wilful act or omission of the Purchaser, the Crown or any servant or agent of the Crown.

19.4 The Supplier shall have in force and shall require any sub-Contractor to have in force:

- (a) employer's liability insurance in accordance with any legal requirements for the time being in force, and
- (b) public liability insurance for such sum and range of cover as the Supplier deems to be appropriate but covering at least all matters which are the subject of indemnities or compensation obligations under these Conditions in the sum of not less than £5 million for any one incident and unlimited in total, unless otherwise agreed by the Purchaser in writing.

19.5 The policy or policies of insurance referred to in paragraph 19.3 shall be shown to the Purchaser whenever the Purchaser requests, together with satisfactory evidence of payment of premiums.

20. DISCRIMINATION

The Supplier must not unlawfully discriminate against any person within the meaning of the Equality Act 2010 in its activities relating to the Contract or any other contract with the Purchaser.

21. BLACKLISTING

The Supplier must not commit any breach of the Employment Relations Act 1999 (Blacklists) Regulations 2010 or section 137 of the Trade Union and Labour Relations (Consolidation) Act 1992 or commit any breach of the Data Protection Act 1998 by unlawfully processing personal data in connection with any blacklisting activities. Breach of this Condition is a material default which shall entitle the Purchaser to terminate the Contract

22. OFFICIAL SECRETS ACTS, CONFIDENTIALITY AND ACCESS TO GOVERNMENT INFORMATION

22.1 The Supplier undertakes to abide and procure that the Supplier's employees abide by the provisions of the Official Secrets Acts 1911 to 1989.

22.2 The Supplier shall keep secret and not disclose and shall procure that the Supplier's employees keep secret and do not disclose any information of a confidential nature obtained by the Supplier by reason of the Contract except information which is in the public domain otherwise than by reason of a breach of this provision.

22.3 All information related to the Contract with the Supplier will be treated as commercial in confidence by the parties except that:

- (a) The Supplier may disclose any information as required by law or judicial order to be disclosed.
- (b) The Purchaser may disclose any information as required by law or judicial order to be disclosed. Further, the Purchaser may disclose all information obtained by the Purchaser by virtue of the Contract to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Purchaser shall, if the Purchaser sees fit, disclose such information but is unable to impose any restrictions upon the information that the Purchaser provides to Members of the Scottish Parliament, (MSPs) or Members of the United Kingdom

Page 7 of 14	Version 1	SCM-PRO-TERMS-01
UNCONTROLLED WHEN PRINTED		Printed: 06/10/23
<i>It is the responsibility of the user to ensure they are working with the latest version</i>		

Standard Terms and Conditions for the Supply of Goods and Services



Parliament (MPs). Such disclosure shall not be treated as a breach of this Contract.

- 22.4 The Parties acknowledge that, except for any Information which is exempt from disclosure in accordance with the provisions of the FOISA, the content of the Contract is not confidential information and the Supplier hereby gives its consent for the Purchaser to publish the Contract in its entirety to the general public (but with any Information that is exempt from disclosure in accordance with the FOISA redacted) including any changes to the Contract agreed from time to time.
- 22.5 The provisions of this Condition 22 shall apply during the continuance of the Contract and after its termination howsoever arising.

23. TERMINATION

- 23.1 The Supplier shall notify the Purchaser in writing immediately upon the occurrence of any of the following events:
 - (a) where the Supplier is an individual and if a petition is presented for the Supplier's bankruptcy or the sequestration of the Supplier's estate or a criminal bankruptcy order is made against the Supplier, or the supplier is apparently insolvent, or makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator or trustee is appointed to manage the Supplier's affairs; or
 - (b) where the Supplier is not an individual but is a firm, or a number of persons acting together in any capacity, if any event in (a) or (c) of this Condition occurs in respect of the firm or any partner in the firm or any of those persons or a petition is presented for the Supplier to be wound up as an unregistered company; or
 - (c) where the Supplier is a company, if the company passes a resolution for winding-up of dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrator, administrative receiver, receiver or manager is appointed by a creditor or by the court or possession is taken of any of its property under the terms of a floating charge.
- 23.2 On the occurrence of any of the events described in paragraph 23.1 or, if the Supplier shall have committed a material

- breach of this Contract and (if such breach is capable of remedy) shall have failed to remedy such breach within 30 days of being required by the Purchaser in writing to do so or, where the Supplier is an individual, if the Supplier shall die or be adjudged incapable of managing his or her affairs within the meaning of the Adults with Incapacity (Scotland) Act 2000 or the Mental Health (Care and Treatment) (Scotland) Act 2003, the Purchaser shall be entitled to terminate this Contract by notice to the Supplier with immediate effect. Thereupon, without prejudice to any other of the Purchaser's rights, the Purchaser may complete the Services or have them completed by a third party, using for that purpose (making a fair and proper allowance therefor in any payment subsequently made to the Supplier) all materials, plant and equipment on the Premises belonging to the Supplier, and the Purchaser shall not be liable to make any further payment to the Supplier until the Services have been completed in accordance with the requirements of the Contract, and shall be entitled to deduct from any amount due to the Supplier the costs thereof incurred by the Purchaser (including the Purchaser's own costs). If the total cost to the Purchaser exceeds the amount (if any) due to the Supplier, the difference shall be recoverable by the Purchaser from the Supplier.
- 23.3 The Purchaser may terminate the Contract in the event that:
 - (a) the Contract has been subject to substantial modification which would have required a new procurement procedure in accordance with regulation 72(9) (modification of contracts during their term) of the Public Contracts (Scotland) Regulations 2015; or
 - (b) the Supplier has, at the time of contract award, been in one of the situations referred to in regulation 58(1) (exclusion grounds) of the Public Contracts (Scotland) Regulations 2015, including as a result of the application of regulation 58(2) of those regulations, and should therefore have been excluded from the procurement procedure.
- 23.4 The Purchaser may also terminate the Contract in the event of a failure by the Supplier to comply in the performance of the Services with legal obligations in the fields of environmental, social and employment law.
- 23.5 The Purchaser shall be entitled to terminate this Contract by giving to the Supplier not less than 30 days' notice to that effect.

Page 8 of 14	Version 1	SCM-PRO-TERMS-01
UNCONTROLLED WHEN PRINTED		Printed: 06/10/23
<i>It is the responsibility of the user to ensure they are working with the latest version</i>		

Standard Terms and Conditions for the Supply of Goods and Services



23.6 Termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the Purchaser and shall not affect the continued operation of Conditions 17 (Intellectual Property Rights) and 22 (Official Secrets Acts, etc.).

24. RECOVERY OF SUMS DUE

Wherever under the Contract any sum of money is recoverable from or payable by the Supplier, that sum may be deducted from any sum then due, or which at any later time may become due, to the Supplier under the Contract or under any other agreement or contract with the Purchaser or with any department agency or authority of the Crown.

25. ASSIGNATION AND SUBCONTRACTING

25.1 The Supplier shall not without the written consent of the Purchaser assign the benefit or burden of the Contract or any part thereof.

25.2 No sub-contracting by the Supplier shall in any way relieve the Supplier of any of his responsibilities under the Contract.

25.3 Where the Supplier enters into a sub-contract must ensure that a provision is included which:

25.3.1 requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice as defined by the sub-contract requirements and provides that, where the Purchaser has made payment to the Supplier in respect of Services and the subcontractor's invoice relates to such Services then, to that extent, the invoice must be treated as valid and, provided the Supplier is not exercising a right of retention or set-off in respect of a breach of contract by the sub-contractor or in respect of a sum otherwise due by the sub-contractor to the Supplier, payment must be made to the sub-contractor without deduction;

25.3.2 notifies the sub-contractor that the sub-contract forms part of a larger contract for the benefit of the Purchaser and that should the subcontractor have any difficulty in securing the timely payment of an invoice, that matter may be referred by the sub-contractor to the Purchaser; and

25.3.3 in the same terms as that set out in this Condition 25.3 (including for the avoidance of doubt this Condition

25.3.3) subject only to modification to refer to the correct designation of the equivalent party as the Supplier and sub-contractor as the case may be.

25.4 The Supplier shall also include in every sub-contract:

25.4.1 a right for the Supplier to terminate that sub-contract if the relevant sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or employment law or if any of the termination events (involving substantial modification of the Contract or contract award despite the existence of exclusion grounds) specified in Condition 23.3 occur; and

25.4.2 a requirement that the sub-contractor includes a provision having the same effect as 25.4.1 in any sub-contract which it awards.

In this Condition 25.4, 'sub-contract' means a contract between two or more suppliers, at any stage of remoteness from the Purchaser in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

26. NOTICES

Any notice given under or pursuant to the Contract may be sent by hand or by post or by registered post or by the recorded delivery service or transmitted by e-mail or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the party shown on the Purchase Order, or to such other address as the party may by notice to the other have substituted therefor, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

27. COMPLIANCE WITH THE LAW

In performing the Contract, the Supplier must comply in all respects with

27.1 all applicable law; 27.2 any applicable requirements of regulatory bodies; and 27.3 Good Industry Practice.

28. DISPUTE RESOLUTIONS

28.1 The parties must attempt in good faith to resolve any dispute between them arising out of or in connection with the Contract.

Page 9 of 14	Version 1	SCM-PRO-TERMS-01
UNCONTROLLED WHEN PRINTED		Printed: 06/10/23
<i>It is the responsibility of the user to ensure they are working with the latest version</i>		

Standard Terms and Conditions for the Supply of Goods and Services



28.2 Any dispute or difference arising out of or in connection with the Contract, including any question regarding its existence, validity or termination which cannot be resolved in good faith, shall be determined by the appointment of a single arbitrator to be agreed between the parties, and failing agreement within 14 days after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the Scottish Arbitration Centre on the written application of either party. The seat of the arbitration shall be in Scotland. The language used in the arbitral proceedings shall be English.

28.3 Any arbitration under 28.2 is subject to the Arbitration (Scotland) Act 2010.

29. DATA PROTECTION

29.1 The Supplier acknowledges that any Personal Data described in the scope of Schedule Part 1 (Data Protection) may be Processed in connection with the Services under this Contract. For the purposes of any such Processing, Parties agree that the Supplier acts as the Data Processor and the Purchaser acts as the Data Controller.

29.2 Both Parties agree to negotiate in good faith any such amendments to this Contract that may be required to ensure that both Parties meet all their obligations under Data Protection Laws. The provisions of this Condition 29 are without prejudice to any obligations and duties imposed directly on the Supplier under the Data Protection Laws and the Supplier hereby agrees to comply with those obligations and duties.

29.3 The Supplier will, in conjunction with the Purchaser and in its own right and in respect of the Services, make all necessary preparations to ensure it will be compliant with the Data Protection Laws.

29.4 The Supplier will provide the Purchaser with the contact details of its data protection officer or other designated individual with responsibility for data protection and privacy to act as the point of contact for the purpose of observing its obligations under the Data Protection Laws.

29.5 The Supplier must:

29.5.1 process Personal Data only as necessary in accordance with obligations under the Contract and any written instructions given by the Purchaser (which may be specific or of a general nature), including with regard to transfers of Personal Data to a Third Country other than within the European Economic Area

unless required to do so by European Union or domestic law or Regulatory Body to which the Supplier is subject; in which case the Supplier must inform the Purchaser of that legal requirement before processing unless prohibited by that law the Personal Data only to the extent, and in such manner as is necessary for the performance of the Supplier's obligations under this Contract or as is required by the Law;

29.5.2 subject to Condition 29.5.1 only process or otherwise transfer any Personal Data in or to any Third Country other than within the European Economic Area with the Purchaser's prior written consent.

29.5.3 take all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that the Supplier Personnel:

- (a) are aware of and comply with the Supplier's duties under this Condition.
- (b) are subject to appropriate confidentiality undertakings with the Supplier or the relevant Sub-contractor.
- (c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Purchaser or as otherwise permitted by this Contract; and
- (d) have undergone adequate training in the use, care, protection, and handling of Personal Data.

29.5.4 implement appropriate technical and organisational measures including those in accordance with Article 32 of the UK GDPR to protect Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure, such measures being appropriate to the harm which might result from any unauthorised or unlawful Processing accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected.

Page 10 of 14	Version 1	SCM-PRO-TERMS-01
UNCONTROLLED WHEN PRINTED		Printed: 06/10/23
<i>It is the responsibility of the user to ensure they are working with the latest version</i>		

Standard Terms and Conditions for the Supply of Goods and Services



- 29.6 The Supplier shall not engage a sub-contractor to carry out Processing in connection with the Contract without prior specific or general written authorisation from the Purchaser. In the case of general written authorisation, the Supplier must inform the Purchaser of any intended changes concerning the addition or replacement of any other sub-contractor and give the Purchaser an opportunity to object to such changes.
- 29.7 If the Supplier engages a sub-contractor for carrying out Processing activities on behalf of the Purchaser, the Supplier must ensure that same data protection obligations as set out in this Contract are imposed on the sub-contractor by way of a written and legally binding contract, in particular providing sufficient guarantees to implement appropriate technical and organisational measures. The Supplier shall remain fully liable to the Purchaser for the performance of the sub-contractor's performance of the obligations.
- 29.8 The Supplier must provide to the Purchaser reasonable assistance including by such technical and organisational measures as may be appropriate in complying with Articles 12- 23 of the UK GDPR.
- 29.9 The Supplier must notify the Purchaser if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request).
 - (b) receives a request to rectify, block or erase any Personal Data.
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Laws.
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract; or
 - (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law or regulatory order.
- and such notification must take place as soon as is possible but in any event within 3 business days of receipt of the request or any other period as agreed in writing with the Purchaser from time to time.
- 29.10 Considering the nature of the Processing and the information available, the Supplier must assist the Purchaser in complying with the Purchaser's obligations concerning the security of personal data, reporting requirements for data breaches, data protection impact assessments and prior consultations in accordance with Articles 32 to 36 of the UK GDPR. These obligations include:
- (a) ensuring an appropriate level of protection through technical and organisational measures that consider the circumstances and purposes of the processing as well as the projected probability and severity of a possible infringement of the law as a result of security vulnerabilities and that enable an immediate detection of relevant infringement events.
 - (b) notifying a Personal Data breach to the Purchaser without undue delay and in any event no later than 24 hours after becoming aware of a Personal Data breach.
 - (c) assisting the Purchaser with communication of a personal data breach to a Data Subject.
 - (d) supporting the Purchaser with preparation of a data protection impact assessment.
 - (d) supporting the Purchaser with regard to prior consultation of the Information Commissioner.
- 29.11 At the end of the provision of Services relating to processing the Supplier the Supplier must, on written instruction of the Purchaser, delete or return to the Purchaser at its own expense all Personal Data and delete existing copies unless European Union or domestic law requires storage of the Personal Data. The Supplier shall certify to the Purchaser the secure, confidential destruction of the relevant Personal Data, records, and documents.
- 29.12 The Supplier must:
- (a) provide such information as is necessary to enable the Purchaser to satisfy itself of the Supplier's compliance with this Condition 29.
 - (b) allow the Purchaser, its employees, auditors, authorised agents or advisers reasonable access to any relevant premises, during normal business hours, to inspect the procedures, measures and records referred

Page 11 of 14	Version 1	SCM-PRO-TERMS-01
UNCONTROLLED WHEN PRINTED		Printed: 06/10/23
<i>It is the responsibility of the user to ensure they are working with the latest version</i>		

Standard Terms and Conditions for the Supply of Goods and Services



- to in this Condition 29 and contribute as is reasonable to those audits and inspections.
- (c) inform the Purchaser if in its opinion an instruction from the Purchaser infringes any obligation under the Data Protection Laws.

29.13 The Supplier must maintain written records including in electronic form, of all Processing activities carried out in performance of the Services or otherwise on behalf of the Purchaser containing the information set out in Article 30(2) of the UK GDPR.

29.14 If requested, the Supplier must make such records referred to Condition 29.12 available to the Information Commissioner on request and co-operate with the Information Commissioner in the performance of its tasks.

29.15 Parties acknowledge that the inspecting party will use reasonable endeavours to carry out any audit or inspection under Condition 29.13 with minimum disruption to the Supplier's Day to day business.

30. GOVERNING LAW

These Conditions shall be governed by and construed in accordance with Scots law and the Supplier hereby irrevocably submits to the jurisdiction of the Scottish courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Purchaser to take proceedings against the Supplier in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

31. OBSOLESCENCE

31.1.1 The Supplier shall immediately define the shortage by providing the Purchaser with the original equipment manufacturer (OEM) part number, affected Ferguson Marine (FMPG) item part number and end of support date for the FMPG part number. End of Support Date is defined as the last date the Supplier will quote, supply, provide technical support or maintain and overhaul the item.

31.1.2 The Supplier shall provide satisfactory evidence that a prudent effort was made to identify and implement an alternate part (i.e., parts that are technically and physically compatible with hardware design.). If alternate part was implemented, the Supplier shall provide the alternate manufacturer part number (OEM); and,

31.1.3 If an alternate part was not identified and implemented, the Supplier shall determine whether there is an opportunity for a last time buy. The Supplier shall provide the last time buy date and notification, attrition rate, replacements to date of manufacturer part as well as the mean time between failures of the product to Purchaser. Responsibility of last time buys (for which Supplier does not have an accepted Purchase Order) shall be addressed on a case-by-case basis. The Supplier shall procure last time buy inventory to support any accepted Purchase Orders and reserve for Ferguson Marine as required.

Page 12 of 14	Version 1	SCM-PRO-TERMS-01
UNCONTROLLED WHEN PRINTED <i>It is the responsibility of the user to ensure they are working with the latest version</i>		Printed: 06/10/23

Standard Terms and Conditions for the Supply of Goods and Services



32. DEFINITIONS

"Baseline Personnel Security Standard"	means the pre-employment controls for all civil servants, members of the Armed Forces, temporary staff, and government contractors generally.
"Contract"	means the contract between the Purchaser and Supplier consisting of the Supplier's tender and the Purchaser's acceptance thereof (or the Supplier's acceptance of the Purchaser's order for the goods, as the case may be) together with any documents referred to in them, including the Specification and these Conditions and the Schedule annexed.
"Data Controller", "Data Processor", "Data Subject", "Personal Data" and "Data Subject Access Requests"	have the meanings given in the Data Protection Laws
"Data Protection Laws"	means any law, statute, subordinate legislation regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body which relates to the protection of individuals with regard to the processing of Personal Data to which a Party is subject including the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the UK GDPR
"Extension Period"	means a period or number of periods where the contract is extended commencing on the Expiry Date.
"Goods"	means any such goods as are to be supplied to the Purchaser by the Supplier (or by any of the Supplier's sub-contractors) pursuant to or in connection with this Contract.
'Good Industry Practice'	means standards, practices, methods, and procedures conforming to legal and regulatory requirements and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking as the Supplier under the same or similar circumstances.
"Information Commissioner"	means the Commissioner as set out in Part 5 of the Data Protection Act 2018.
"Intellectual Property Rights" (IPR)	means all copyright, patent, trademark, design right, database right and any other right in the nature of intellectual property whether or not registered, in any materials or works in whatever form (including but not limited to any materials stored in or made available by means of an information technology system and the computer software relating thereto) which are created, produced or developed in connection with this Contract by or on behalf of the Supplier.
"Obsolescence"	Means when a product is no longer in production by the original equipment manufacturer (OEM). If an obsolescence issue occurs, the Supplier shall notify the Purchaser of this condition upon identification. The Supplier assumes responsibility for identification, notification, and resolution of obsolescence issues to Purchaser.
"Premises", "Site" or "Establishment"	means the location where the services are to be performed as specified in the Contract or Purchase Order.
"Processing"	has the meaning given in the Data Protection Laws and cognate expressions shall be construed accordingly

Page 13 of 14	Version 1	SCM-PRO-TERMS-01
<p style="text-align: center;">UNCONTROLLED WHEN PRINTED</p> <p><i>It is the responsibility of the user to ensure they are working with the latest version</i></p>		Printed: 06/10/23

Standard Terms and Conditions for the Supply of Goods and Services



"Purchaser"	means Ferguson Marine Port Glasgow
"Purchase Order"	means the periodic orders or other written communication which sets out the Purchaser's requirements for the supply / provision of Goods and/or Services under the Contract.
"Schedule"	means a schedule annexed to and forming part of these conditions.
"Services"	means the services provided as specified in the contract including (but not restricted to) installation of goods and shall, where the context so admits, include any materials, articles, and goods to be supplied in connection with any such services.
"Supplier"	means the person, firm or company to whom the Contract is issued.
"Supplier Representatives"	means all persons engaged by the Supplier in the performance of its obligations under the Contract including: <ul style="list-style-type: none"> its employees and workers (including persons employed by a third party but working for and under the control of the Supplier); its agents, suppliers, and carriers; and any sub-contractors and sub-suppliers of the Supplier (whether approved under Condition 25 (Assignment and sub-contracting) or otherwise).
"Third Country"	means a country or territory outside the United Kingdom.
"UK GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.

Page 14 of 14	Version 1	SCM-PRO-TERMS-01
<p style="text-align: center;">UNCONTROLLED WHEN PRINTED</p> <p><i>It is the responsibility of the user to ensure they are working with the latest version</i></p>		Printed: 06/10/23