



- 15.1.1 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 omission to act in connection with the Purchase Order or any other agreement between the parties;
- 15.1.2 enter into the Purchase Order or any other agreement with the other party if it has knowledge that, in connection with it, any money 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 unless (i) details of any such arrangement have been disclosed in writing to the other party prior to the execution of the agreement and (ii) approval of such arrangement by an authorised representative of the other party has been obtained;
- 15.1.3 offer, pay or promise to pay either directly or indirectly, anything of value to a Public Official in connection with the Purchase Order. The parties further agree that in the performance of their respective obligations under the Purchase Order, the parties and their respective representatives, agents, sub-contractors, suppliers and employees shall comply with the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (or any subsequent replacement or amendment of such convention). The Supplier shall notify WDG immediately in writing with full particulars in the event that the Supplier receives a request from any Public Official requesting illicit payments in connection with the Purchase Order; or
- 15.1.4 take any other action which results in a breach by either party of any applicable anti-corruption legislation.
- 15.2 If the Supplier or any of its representatives, agents, sub-contractors, suppliers or employees breaches Condition 15.1, WSS may terminate the Purchase Order by written notice with immediate effect. Any termination pursuant to this Condition 15.2 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to WDG.
- 15.3 The Supplier shall (and shall ensure that its representatives, agents, sub-contractors, suppliers and employees shall) comply with all applicable child labour and human rights laws relating to the supply, manufacture, packing, packaging, marking, storage, handling, and delivery of the Products and/or the Services (as applicable) and all other obligations of the Supplier under the Purchase Order.
- 15.4 The parties will comply with applicable anti-terrorist financing and asset control laws, regulations, rules and orders, including but not limited to, the U.S. Department of Treasury, Office of Foreign Assets Control (“OFAC”) regulations and the European Union sanctions or restrictive measures. Pursuant to the U.S. Department of Treasury, Office of Foreign Assets Control (“OFAC”) regulations respecting USD payments, WDG cannot facilitate USD payments in any transaction related to OFAC sanctioned entities, either directly or indirectly. As of the date of these Standard Terms and Conditions, sanctioned entities include the countries of Burma, Cuba, Iran, North Korea, Sudan and Syria, and certain named persons linked to those countries. WSS may be required to request information from the Supplier which supports a verification statement which New York intermediary banks may require according to the OFAC regulations, including whether a person is a “specially designated national” listed by OFAC or any executive order, or a “national” of any country with which transactions are regulated by OFAC. The Supplier shall provide timely and truthful responses to any such reasonable enquiries WDG may make to support any required verification statements.
16. **GENERAL**
- 16.1 Except as otherwise expressly provided, any notice or other communication from any party to the other party which is required to be given under the Purchase Order must be in writing and addressed to the address provided by the other party on the Purchase Order.
- 16.2 Unless the parties have entered into a framework agreement for the supply of Products and/or Services, the Purchase Order (including these Standard Terms and Conditions) shall constitute the entire agreement between the parties in relation to its respective subject matter, and replaces and extinguishes all prior agreements, draft agreements, arrangements, undertakings or collateral contracts of any nature made by the parties, whether oral or written, in relation to such subject matter. If the parties have entered into a framework agreement for the supply of Products and/or Services, the terms of that framework agreement will prevail.
- 16.3 The Supplier may not assign or transfer or subcontract any of its rights, benefits or obligations under the Purchase Order without the prior written consent of WDG.
- 16.4 The rights, powers and remedies provided in these Standard Terms and Conditions to WSS and WSS Affiliates are (except as expressly provided) cumulative and not exclusive of any rights, powers and remedies provided by applicable law, or otherwise.
- 16.5 The failure to exercise, or delay in exercising, a right, power or remedy provided by the Purchase Order or by applicable law shall not constitute a waiver of that right, power or remedy. If WSS waives a breach of any provision of the Purchase Order this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision. Any waiver by WDG must be given in writing and signed by an authorised representative of WDG.
- 16.6 Except where provided in these Standard Terms and Conditions (in particular, the references to WDG Affiliates) to the contrary, a person who is not a party to the Purchase Order may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999. The consent of any WSS Affiliate or any other third party is not necessary for any variation (including any release or compromise in whole or in part of any liability) or termination of the Purchase Order or any one or more Conditions of these Standard Terms and Conditions.
- 16.7 If any provision, or part of a provision, of these Standard Terms and Conditions or a Purchase Order is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision or part-provision shall be deemed not to form part of these Standard Terms and Conditions and the legality, validity or enforceability of the remainder of the provisions of this these Standard Terms and Conditions shall not be affected, unless otherwise stipulated under applicable law.
- 16.8 Nothing contained in these Standard Terms and Conditions shall limit a party’s right to obtain any provisional remedy, including an injunction, an order for possession, or any other relief which is not available through mediation from any court of competent jurisdiction as may be necessary in such party’s sole judgement to protect its Intellectual Property Rights or any other of its proprietary interests (including its Confidential Information) or its good name, goodwill, reputation or image.
- 16.9 The Purchase Order (including these Standard Terms and Conditions) and any dispute or claim arising out of or in connection with the Purchase Order or its subject matter or formation (including any dispute or claim relating to non-contractual obligations) shall be governed by and construed in accordance with English law.
- 16.10 The parties agree to submit any dispute arising in connection with the Purchase Order (including these Standard Terms and Conditions) to the exclusive jurisdiction of the courts of England and Wales (including any dispute or claim relating to non-contractual obligations).