

TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND SERVICES

1 DEFINITIONS

- 1.1 "Affiliate (s)" shall mean any subsidiary or parent or holding company of any company or any other subsidiary of such parent or holding company. For the purpose of this definition, "subsidiary" and "holding company" shall have the meanings assigned to them under Section 1162 of the Companies Act, 2006.
- 1.2 "Amendment" shall mean a change to the original Order issued pursuant to Clause 8.
- 1.3 "Delivery Date" shall mean the date specified in the Order as the Delivery Date.
- 1.4 "Order" shall mean the Order including all documents referred to therein as varied by any Amendment.
- 1.5 "Price" shall mean all sums payable to Supplier as specified in the Order for performance of the Work.
- 1.6 "Supplier" shall mean the person, firm or company as specified in the Order and to whom the Order is issued.
- 1.7 "Supplier Group" shall mean the Supplier, its sub-contractors and suppliers of any tier and its and their respective parent, subsidiary and Affiliate and the directors, officers and employees of all such companies.
- 1.8 "HBE shall mean Hydro Bond Engineering Ltd having its main office at Hydro House, Claymore Avenue, Aberdeen Energy Park, Bridge of Don, Aberdeen, AB23 8GW.
- 1.9 Hydro Bond Engineering Ltd shall mean, its clients of any tier, its and their parent, subsidiary and Affiliate(s) and the directors, officers and employees of all such companies.
- 1.10 "Work" shall mean the goods and/or services to be provided under the Order, all as more fully set out herein and as may be changed by any Amendment.

2 ACCEPTANCE OF ORDER

- 2.1 Unless otherwise specifically agreed in writing, Supplier's receipt of the Order and any Amendment shall be deemed to constitute an acceptance of and an agreement to comply with the Order.

3 QUALITY AND DESCRIPTION

- 3.1 All Work (unless otherwise agreed in writing) shall:
 - a) conform strictly as to quantity, quality and description with the particulars stated in the Order and with all statutory requirements applicable to such Work;
 - b) be of sound materials and workmanship;
 - c) be in strict compliance with samples, patents, drawings or specifications, if any, referred to in the Order;
 - d) be capable of the standard of performance specified in the Order;
 - e) be fit for the purpose for which it is supplied under the Order.
- 3.2 All Work performed pursuant to the Order shall be performed by suitably qualified and competent personnel and all equipment and tools provided shall at all times be maintained in first class operating condition by Supplier, and in the event that Supplier shall provide personnel the same shall be competent and suitably qualified for the purpose for which they are provided. HBE reserves the right to require the replacement at Supplier's expense of any personnel, equipment or tools provided by Supplier which in HBE's opinion do not comply with the foregoing provisions.

4 PAYMENT

- 4.1 In consideration of the satisfactory performance of the Work, HBE shall pay Supplier the Price in the manner set out in the Order.
- 4.2 Supplier shall send HBE a detailed price invoice or invoices as instructed on the Order clearly stating the Purchase Order number, the item numbers and containing all information required to be stated on a tax invoice for VAT purposes.
- 4.3 Unless otherwise specified in the Order all payments shall be made electronically within 60 days of receipt by HBE of Supplier's correctly prepared and properly substantiated invoice(s). Supplier shall submit all invoices for payment within 90 (ninety) days of the delivery of the Work to HBE. Invoices not received by HBE within the said 90 (ninety) day period shall be paid at the sole discretion of HBE. The payment of, objection to or failure to object to any invoice, or any payment or settlement in resolution of any dispute, or any combination of these matters does not constitute acceptance by HBE of the accuracy or justification of Supplier's invoices. Any payment by HBE is made on the condition that HBE reserves the right to challenge, at a later time, the validity of any invoiced amount.
- 4.4 Unless otherwise stated in the Order all payments hereunder shall be made in UK Pounds sterling.
- 4.5 Supplier acknowledges that except as specifically provided in the Order, the rates and prices contained therein are sufficient to cover all its obligations whether expressed or implied under the Order. Wherever the Work is to be performed Supplier shall be deemed to have satisfied itself as to all local conditions and other factors as may in any way affect the performance of the Work.
- 4.6 HBE reserves the right to audit Supplier's charges and it shall for a period of 2 years from the date of completion or delivery of the Work have access to any detailed cost data necessary for that purpose, and be entitled to copies of such data and supporting documents and information.
- 4.7 HBE may withhold any payment due to Supplier to such extent as may be necessary to protect HBE from loss because of a doubt that the Work will fulfil the requirements of the Order or breach by Supplier of any of the terms and conditions under the Order, or due to a dispute in an invoice.
- 4.8 The Supplier confirms that it has not and shall not enter into any cash flow finance agreement or similar arrangement with any third party, which would result in any sums being due by HBE to the Supplier under this Order being due and payable directly to such third party, with such third party being entitled to demand payment of such sums due. In the event of the Supplier entering into such an arrangement with a third party the Supplier shall fully advise HBE of this arrangement and of the name and address of the third party and shall provide written confirmation and authorisation that any sums due under the Order are no longer due to the Supplier but are due and should be paid directly to the third party. Any costs or expenses incurred by HBE in connection with any such arrangement put in place by the Supplier shall be to the Supplier's account.

5 INSPECTION AND TESTING

- 5.1 HBE and its representatives shall at all times be granted access to any premises (including those of Supplier's sub-contractors) and be allowed to inspect and test the Work at any time prior to acceptance or delivery, whichever shall be the later.
- 5.2 HBE shall have full power to reject any Work that it considers to be defective or inferior in quality of material, workmanship or design and/or not in accordance with HBE's specifications. Any Work so rejected shall immediately be replaced or corrected as required by HBE at Supplier's expense. Supplier shall then resubmit the re-performed Work for re-inspection and re-testing.
- 5.3 Supplier shall make available at its own expense all tools, instruments, apparatus, facilities, services and materials necessary for carrying out tests on the Work (or on HBE's request, confirmatory re-tests), as may be required by HBE, and when requested the Work shall be completely assembled for such tests and at HBE's option shall be dismantled for inspection before despatch.
- 5.4 Where reasonably practical not less than 14 days notice shall be given by Supplier to HBE that the Work or any part thereof is ready for inspection and/or testing.
- 5.5 Inspection, testing or acceptance of any Work or any waiver of any rights in respect thereof by HBE shall not relieve Supplier from any of its obligations under the Order or otherwise, including without limitation, its responsibility for any defects subsequently found in materials and/or workmanship.
- 5.6 Supplier shall supply at its own expense certificates of analysis, tests, inspection or origin as may be required by HBE or required by law which shall in any event be delivered to HBE on the Delivery Date.

6 COMPLETION AND DELIVERY

- 6.1 The Work shall be completed by the Delivery Date specified in the Order as varied by any Amendment.
- 6.2 Supplier shall provide at its own expense such information concerning status and progress of the Work as HBE shall deem necessary to ensure that the Work will be completed by the Delivery Date.

- 6.3 If the Supplier shall fail to commence performance of the Work or if it appears to HBE that Supplier may not be able to complete the Work by the Delivery Date or Supplier shall fail so to do, HBE may terminate the Order or any part thereof in accordance with the provision of Clause 12.
- 6.4 Any part of the Work ready for delivery before HBE has authorised delivery shall be stored by Supplier at its own risk and expense.
- 6.5 Delivery of the Work shall be effected in the manner(s), and at time(s) specified by HBE. If the Work is not delivered in accordance with HBE's requirements Supplier shall be responsible for any additional expense arising therefrom. Except as otherwise specified in the purchase order.
- 6.6 Supplier shall take all necessary precautions to ensure that all Work which is to be delivered to HBE is packaged in a safe and sufficient manner so as to avoid damage or loss to the Work whilst in transit and until delivered and the packaging shall comply with all statutory requirements and/or codes of practice applicable to the Work. Supplier shall indemnify HBE in respect of any and all loss, expense, damage claim and liability incurred by HBE arising in connection with any breach of Supplier's obligations under this Clause 6.6.
- 6.7 Time is of the essence for the Delivery Date and all Supplier's obligations

7 DEFECTS AND WARRANTY

- 7.1 Supplier shall be responsible for remedying at his expense any defect that may arise in the Work within 12 months from the date when the Work has been put into service for its specified use, or 12 months from delivery, whichever is the later. Supplier shall guarantee for a further period of 12 months all remedial work carried out under this warranty. Where a defect arises within the aforesaid original warranty period but does not become apparent until that period has expired, Supplier's liability shall not cease merely because HBE has been unable to give notice of the defect to Supplier within the said period. If any defects which Supplier is obliged to remedy under this Clause, are not remedied within a reasonable time, or circumstances render it impracticable for Supplier to do the same, HBE may do so itself or authorise others to do the same, and Supplier shall reimburse HBE for all costs arising therefrom.
- 7.2 This warranty and HBE's remedies hereunder are in addition to HBE's other rights and remedies existing under the Order or at Law.
- 7.3 HBE has the right to assign the benefit of this warranty to its successors or assignees or clients of any tier.

8 AMENDMENTS

- 8.1 Supplier shall perform any changes to the Work required by HBE which may include additions to, or reductions in the quantity of Work. When HBE is contemplating change, it shall give notice to Supplier, who shall promptly advise HBE of its reasonable effect on Price and Delivery Date.
- 8.2 No change shall be accepted by HBE and HBE shall not be liable to make any amended payment to Supplier unless such change has been authorised by written instruction subsequently confirmed by an Amendment issued by HBE's Supply Chain Manager and/or Purchasing Department.

9 ASSIGNMENT AND SUBCONTRACTING

- 9.1 Supplier shall not assign the Order nor subcontract any part of the Work, without HBE's prior written consent. No assignment or subcontract (even with HBE's consent) shall relieve Supplier of any of his obligations under the Order.
- 9.2 Supplier shall at HBE's request, supply HBE at no extra cost with unpriced copies of all subcontracts.
- 9.3 All applicable terms and conditions of the Order shall be imposed in all subcontracts entered into by Supplier.
- 9.4 Supplier shall obtain from all of its sub-contractors a guarantee in identical terms to that required from Supplier under the Order. Where required by HBE, Supplier shall enforce its subcontract guarantees for the benefit of HBE or at HBE's discretion shall assign such guarantees to HBE and assist such assignee in the enforcement thereof.

10 STATUTORY HEALTH, SAFETY AND ENVIRONMENTAL OBLIGATIONS

- 10.1 Supplier shall comply with all relevant statutes, laws, rules and regulations of government agencies having jurisdiction during the term of the Order relating to safety, health and environmental protection. As a minimum, the Supplier shall take all necessary safety measures to comply with the provisions of the Health and Safety at Work Act 1974 and the Environmental Protection Act 1990 and any Regulations made under the auspices of these Acts.
 - 10.2 The Supplier shall comply with HBE HSE Policy, and shall have formal systems for the management of health and safety which follows the principles outlined in i) The UK Health and Safety Executive's document HS(G)65 "Successful Health and Safety Management" and/or ii) British Standard BS8800: 2004 "Guide to Occupational Health and Safety Management Systems" and iii) British Standard BS EN ISO 14001 "Environmental Management Systems – Specification with guidance for use". This HSE Management System shall be documented and fully and effectively implemented.
 - 10.3 The Supplier shall ensure that all equipment provided is compliant with the Provision and Use of Work Equipment Regulations 1998 and the Lifting Operations and Lifting Equipment Regulations 1998. Supplier shall provide personnel at its own cost with sufficient Personal Protective Equipment (PPE) that is suitable for the Work. Such equipment shall be in conformance with EC or other generally recognised standards and shall be used in accordance with the law and good industrial practice.
 - 10.4 Supplier shall give all notices and shall obtain all permits required to be given or obtained in Supplier's name which may relate to the Work and are required by any statute, law or regulation and shall bear all costs in connection therewith.
 - 10.5 The Supplier shall be responsible at its own expense for ensuring that all the Supplier's personnel are competent and are in possession of relevant certification.
 - 10.6 The Supplier shall conduct Risk Assessments to identify and adequately address the risks associated with the execution of Elimination, Substitution, Mitigation and Control, in order to reduce the risks to ALARP (As Low As Reasonably Practical). HBE and/or HBE's client shall have the right to attend such Risk Assessments.
 - 10.7 The Supplier shall notify HBE of any unplanned incident arising from the Supplier's activities which has caused or has the potential to cause harm to people, environment or damage equipment.
 - 10.8 HBE practices a zero tolerance Drug and Alcohol Policy, throughout the execution of the Work, Supplier shall observe and be compliant with HBE's Drug and Alcohol Policy.
 - 10.9 HBE and/or HBE's client, or their authorised representatives, shall have unrestricted access at all reasonable times to the facilities, equipment, materials, personnel and records of Supplier to audit any or all of the Health, Safety and Environment Management System(s).
- ### **11 SUSPENSION**
- 11.1 HBE shall be entitled at any time to suspend the Order in whole or in part by serving notice in writing on Supplier and Supplier/Subcontractor shall suspend performance of the Work.
 - 11.2 Supplier shall during suspension properly protect and secure any materials or equipment used in the performance of the Work.
- ### **12 TERMINATION FOR DEFAULT OR INSOLVENCY**
- 12.1 In the event of any default by Supplier in performance of any of its obligations hereunder, including without limitation the attainment of Delivery Date, or failing to carry out the reasonable instructions of HBE, HBE may when such default is capable of remedy give Supplier written notice to rectify such default within the time specified therein. If Supplier shall fail to comply with the requirements of the said notice or in the event that in HBE's sole opinion Supplier's default shall be incapable of remedy to HBE's satisfaction, HBE shall be entitled to terminate the Order in whole or in part immediately by serving notice in writing on Supplier to such effect without prejudice to any of its other rights under the Order or otherwise and shall have the right to retain any Work previously supplied under the Order.
 - 12.2 If Supplier becomes insolvent or if a petition in bankruptcy is filed against it, or a receiver, administrator, administrative receiver or liquidator is appointed in respect of Supplier, HBE shall have the right to terminate the Order immediately on notifying Supplier or receiver, administrator or liquidator or on notifying, anyone in whom the Order may become vested, without prejudice to the existing rights and obligations of Supplier and HBE.
 - 12.3 Without prejudice to HBE's rights, on termination of the Order pursuant to Clause 12, HBE shall be entitled to enter Supplier's premises or any place where the Work is situated and take possession of the whole or any part of the Work and remove the same, and title thereto (in so far as the same shall not already be vested in HBE) shall forthwith vest in HBE. Furthermore, HBE shall be entitled to

retain and apply any balance of the Price in whole or in part which may be otherwise due to the Supplier towards the payment of completing the Work whether by itself or by a third party. If the cost of completing the Work exceeds the balance due to the Supplier, the Supplier shall pay the excess forthwith to HBE.

13 TERMINATION FOR HBE CONVENIENCE

13.1 HBE shall be entitled at any time to terminate the Order in whole or in part by serving notice in writing on Supplier and Supplier shall cease all performance hereunder unless and to the extent otherwise provided in the notice of termination. In such event, title in all Work including goods and materials for which Supplier shall have been or shall be paid shall pass forthwith to HBE

13.2 Supplier acknowledges its obligation to take all reasonable steps to mitigate liabilities arising from such termination.

13.3 In the event of termination of the Order pursuant to Clause 13, HBE shall be entitled to enter Supplier's premises or any place where the Work is situated and take possession of the whole or any part of the Work and remove the same, and title thereto (in so far as the same shall not already be vested in HBE) shall forthwith vest in HBE.

14 TITLE AND RISK

14.1 Title in the Work shall pass to HBE on either:-

- a) the Work or part thereof is first identifiable as being appropriated to the Order or;
 - b) payment for the Work (when title shall pass in proportion of the payments made thereof) or;
 - c) acceptance of the Work by HBE at the specified delivery point, whichever occurs first.
- 14.2 Notwithstanding passage of title (in whole or in part) on the occurrence of (a) or (b) above, risk shall remain with Supplier until delivery or acceptance of the Work by HBE in accordance with the provisions of the Order, whichever shall be the later.

14.3 All materials or equipment to be incorporated in the Work, the title of which has passed to HBE, shall be clearly marked by Supplier as HBE's property and shall be stored separately from Supplier's property.

14.4 Title and risk in rental equipment shall remain with Supplier at all times.

15 INDEMNITIES

15.1 The Supplier shall be responsible for and shall save, indemnify, defend and hold harmless HBE from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

(a) loss of or damage to property of the Supplier Group whether owned by the Supplier Group, or rented, or leased or otherwise obtained under arrangements with financial institutions by the Supplier Group arising from, relating to or in connection with the performance or non-performance of the Order; and

(b) personal injury including death or disease to any person employed or engaged by the Supplier Group arising from, relating to or in connection with the performance or non-performance of the Order; and

(c) subject to any other express provisions of the Order, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Supplier Group. For the purposes of this Clause "third party" shall mean any party which is not a member of HBE or Supplier Group. The indemnity and hold harmless in this Clause 15.1 (c) shall be limited to £5 million sterling and excess liability shall be determined by applicable law.

15.2 The Supplier shall save, indemnify, defend and hold harmless HBE from and against any claim of whatsoever nature arising from pollution emanating from the property of the Supplier Group or from any third party property arising from, relating to or in connection with the performance or non-performance of the Order.

15.3 Except as provided by clause 15.2, HBE shall save, indemnify, defend and hold harmless the Supplier from and against any claim of whatsoever nature arising from pollution emanating from the property and equipment of HBE arising from, relating to or in connection with the performance or non-performance of the Order.

15.4 All exclusions and indemnities given under this Clause 15 shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.

15.5 If either party becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both parties shall co-operate fully in investigating the incident.

15.6 Where applicable and if requested by HBE in writing, the Supplier shall make available to the Supplier details of its other sub-contractors to be present at the worksite.

15.7 Supplier shall indemnify HBE against any action, liability, cost or expense (including legal costs and expenses) howsoever arising by reason of infringement or alleged infringement of any letters patent, registered design, copyright or trade mark referring to the performance of the Work, provided that this indemnity shall not apply in respect of an infringement arising as the result of the correct use by Supplier of a design supplied by HBE

15.8 HBE shall not be liable and Supplier shall save, indemnify, defend and hold harmless HBE in respect of any loss of profits or indirect or consequential loss howsoever incurred in connection with the Work by the Supplier Group irrespective of any negligence or breach of duty of any member of Hydro Group.

15.9 Supplier shall maintain insurance cover against such liabilities as are referred to in Clauses 15.1 (a), (b) and 15.1 (c) and shall provide to HBE on request valid certificates of insurance in respect thereof.

16 INSURANCE

16.1 In addition to the requirements of Clause 15.9, Supplier shall ensure that the following insurances are maintained by itself and its sub-contractors throughout the duration of the Work being carried out under the Order, with insurers acceptable to HBE:

- a) Employer's Liability / Workmen's Compensation Insurance, as appropriate, to comply fully with all applicable laws;
- b) Automobile Public and Passenger Liability Insurance placed with a United Kingdom insurance company and having unlimited indemnity;
- c) General Liability Insurance having a limit of not less than £5 million sterling equivalent combined single limit any one occurrence covering all operations of the insured including without prejudice to the foregoing generally the contractual liabilities assumed herein.

Supplier shall ensure that all such insurances waive all rights of subrogation against HBE. Supplier shall provide to HBE on request valid certificates of insurance in respect thereof.

17 FORCE MAJEURE

17.1 Where either party is unable to perform the Order in the time specified by reason of Force Majeure they shall be entitled to a reasonable extension of time for performance, always excepting inefficiency or late performance by Supplier or any of its sub-contractors of any tier and suppliers.

17.2 Any right of Supplier to an extension of time to perform shall be without prejudice to HBE's right to terminate.

17.3 "Force Majeure" shall mean any event outside the control of the party effected and includes but not be limited to any acts of God, fire, explosion, flood, lighting, strike or labour dispute (other than strike or labour dispute by personnel of Supplier Group, of any tier) war, rebellion, riot or terrorism.

17.4 In any such event the party concerned should immediately notify the other party in writing and estimate how long these circumstances are likely to continue.

17.5 The party concerned shall take all reasonable steps to avoid further or consequential delay and to proceed with the due performance of the Order.

18 LIENS AND CLAIMS

18.1 Supplier agrees to pay, discharge and hold HBE harmless from all liens, claims (including legal fees and other expenses incidental thereto, whether groundless or not) judgements and awards which may arise out of or in connection with this Order. Supplier shall at HBE's request, furnish proof satisfactory to HBE that all such liens, claims, suits, judgements and awards have been satisfied or released. HBE shall also have the right to make payment direct to any such lienor or claimant and such payments shall be reimbursed by Supplier on demand, or deducted from such payments outstanding.

18.2 Supplier agrees to waive any right to exercise a lien to make a claim or seek a judgement or award against the Work or any part thereof at any time and acknowledges that his sole right in the event of any failure by HBE to perform any of its obligations under the Order is to seek financial relief in respect thereof.

18.3 Supplier shall if and when required by HBE (irrespective of whether Supplier shall have been paid for the Work or any part thereof) provide a certificate to the effect that the Supplier waives any lien on the Work or the right to make any claim or seek any judgement or award against the Work, or any part of thereof.

19 FREE ISSUE MATERIALS

19.1 Where HBE provides free issue materials for incorporation in the Work, such materials shall remain the property of HBE. Risk for the free issue materials shall transfer to the Supplier upon delivery to the Supplier and shall remain so until delivery, or acceptance (whichever shall be the later) of the Work by HBE in accordance with the provisions of the Order.

19.2 Supplier shall use such materials economically and any surplus shall be accounted for to HBE and disposed of in accordance with HBE's instructions. Waste, loss of or damage to such materials arising from bad workmanship or failure of Supplier to maintain such materials in good order and condition shall be made good at Supplier's expense, replacements thereof to be equivalent quality and specification and subject to HBE's approval.

19.3 All such free issue materials provided by HBE shall be deemed to be in good condition when received by or on behalf of Supplier unless Supplier otherwise notifies HBE within 48 hours.

20 DRAWINGS (Where applicable)

20.1 Supplier shall prepare at his own expense and submit to HBE such drawings as HBE may require. HBE shall have the right to approve all drawings, but such approval shall not relieve Supplier of any of his responsibilities under the Order. Drawings shall not be departed from without HBE's written instructions.

21 PATENTS AND OTHER PROPRIETARY RIGHTS

21.1 Title to, access to, copyright in, the right to possession of and free use of all intellectual property created under or arising in connection with the Work shall vest in HBE immediately upon date of commencement or creation, as applicable.

21.2 HBE shall have the sole right to seek patents on any item or idea arising in connection with the Work.

22 CONFIDENTIAL INFORMATION

22.1 Supplier, his officers, employees, sub-contractors and agents shall maintain full secrecy and confidentiality on all matters not in the public domain concerning or arising from the Order or the tendering thereof for the period of 7 years from the date of signing of the Order.

23 TAXES

23.1 Supplier shall be responsible for all taxes, import duties, fees and the like related to the performance of the Work and shall indemnify HBE in respect of all liabilities and associated costs and expenses which may be incurred in connection therewith.

24 LAW AND LANGUAGE

24.1 The Order shall be construed in accordance with Scottish Law and the parties agree to submit to the jurisdiction of the Scottish Courts.

24.2 All documentation provided by Supplier or its sub-contractors in connection with this Order shall be in the English language.

25 NOTICES

25.1 Notices shall be validly given if sent by e-mail or received by recorded delivery post to the addresses for the parties stated respectively on the Order or to any address subsequently notified in writing by one party to the other party. Notices to HBE to be specifically marked for the attention of the "Finance Director."

26 ENTIRETY

26.1 The Order and all documents referred to therein as varied by any Amendment shall constitute the entire agreement between the parties and supersede all prior agreements and understandings written or oral and shall in any event supersede any terms and conditions that may be contained in Supplier's delivery documentation.

27 WAIVER

27.1 None of the provisions of this Order shall be considered waived by HBE unless such waiver is given by HBE in writing.

28 LIQUIDATED DAMAGES

28.1 HBE shall have the right to levy liquidated damages from the Supplier for late deliveries. Late Delivery's shall be deemed as deliveries not received against the purchase order due date or delivery acceptance date as laid out in clause 6 (fit for purpose). Liquidated Damages shall be incurred at a rate of 3% week per week of the late value of the goods or services outstanding to a maximum value of 12% of the total purchase order value.

29 NON HIRING

29.1 Supplier hereby undertakes to HBE that it will not directly or indirectly solicit or attempt to employ either by way of contract of employment, consultancy agreement or otherwise, any person employed or otherwise exclusively engaged by HBE

29.2 The provisions of this Clause 29 shall apply for the duration of this Order and continue for a period of 24 months after the termination thereof.

29.3 For the avoidance of doubt, the provisions of this Clause 29 will not apply to responses from persons employed or otherwise exclusively engaged by HBE to normal recruitment advertising campaigns by Supplier.