<u>RIDER CLAUSE</u>

[TO BE USED FOR THE PURCHASE OF GOODS ONLY]

IF THE UK's CABINET OFFICE <u>MID-TIER CONTRACT</u> IS USED AS THE TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS:

Clause 22 (*No other terms apply*) of the Core Terms is amended as follows:

22.1 The provisions incorporated into this Contract together with the Conditions of Delivery (as defined therein) are the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

22.2 If there is any conflict between any terms of this Contract and the Conditions of Delivery, the terms of the Conditions for Delivery shall prevail.

<u>CONDITIONS OF DELIVERY</u>

1. The Supplier undertakes and agrees to deliver the Goods to the Buyer in accordance with the incoterm Delivery Duty Paid (DDP) 2020, consequently, the Supplier (at its own cost) shall customs clear the Goods for export and for import (as applicable and necessary). All transport costs, licencing costs, export or import duties, taxes, tariffs, levies, etc., present or future, at place or in country of origin, or at the place of delivery or in country of destination of the Goods shall be for the Supplier' account.

2. The Supplier undertakes and agrees (at its own costs) to comply with any statutory, tax, administrative or registration requirements for the supply of Goods to the Buyer in Northern Ireland and the Supplier shall be responsible for any failure to comply with any legal, tax or administrative requirements in relation or in connection with the supply or delivery of the Goods to the Buyer.

3. The Supplier shall indemnify the Buyer against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Buyer arising out of or in connection with:

    a) any claim made against the Buyer arising out or in connection with the compliance, clearance or discharge of any administrative, statutory or HMRC requirements concerning the conditions of transport, administrative registrations or requirements, payment of taxes, customs or duties or tariffs or levies in respect of any of the Goods.

    b) any claim made against the Buyer from HMRC, any shipper, transport company, freight forwarder, haulier or other third party in relation or in connection with any customs debt, transportation, storage or administrative costs in respect of any of the Goods.

    c) any claim made against the Buyer arising out or in connection with the Supplier's failure to pay any taxes, to clear and pay export and import customs, duties or tariffs or levies or freight charges in respect of any of the Goods.