Siemens Healthcare Limited

Viamed Ltd
15 Station Road
Keighley
BD20 7DT

Purchase Order

Please quote our document number on all correspondence.

Document Number:	4533218884
Document Date:	03.03.2026
ORG-ID:	A7000098
AWV:	NN

Sales Document:	56043063

Buyer

Contact:	ROBOT_RPA_GBI_FI_PO_Creat Siemens Healthin
Phone:	
E-Mail:	robot_rpa_gbi_fi_po_creat.func@siemens-healthineers.com

Delivery Address

Siemens Healthcare Ltd
Worcestershire Royal Hospital
Loading Bay
Charles Hastings Way
Worcester
Worcestershire
WR5 1DD

Contact Person

Contact:	
Phone:	
E-Mail:	

Incoterms:		Supplier number:	1000122559
Shipping Type:		Phone:	44 0 1535 634542
Validity:	-	Fax:	44 0 1535 635582
Quotation Number:		VAT ID:	GB287389593
Final Customer Order:			
Terms of payment:	within 30 days Due net		
Unloading Point:			

We place this order with you in accordance with our standard conditions of purchase unless otherwise agreed in writing.

These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

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Item	Material number Description Item information	Quantity Unit		Price / Unit	Amount in GBP
00010	58039070 Foetal Heart Simulator V1000	1	PC	676.20 / 1 PC	676.20
	Vendor material number:	1410000			
	Foetal Heart Simulator V1000 - Quotation QVM162093				
	Delivery date:	03.03.2026			
00020	58039070 UPS Courier Delivery - Standard	1	PC	12.00 / 1 PC	12.00
	Vendor material number:	PPUPS1			
	UPS Courier Delivery - Standard				
	Delivery date:	03.03.2026			

Total value of the order w/o VAT	688.20

Please show our purchase order reference number on your delivery note and invoice, and use the corresponding item numbers.
All suppliers are requested to show on their invoice the export control number of their land, the ECCN (USA Regs), AL (EU Regs), the customs tariff number, land of origin and the preferential status of all items.

Invoices without the above stated information will not be accepted.

SIEMENS Healthineers

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Should the supplier deliver products, substances of which are set out in the so-called "List of Declarable Substances" (www.bomcheck.net/suppliers/restricted-and-declarable-substances -list) applicable at the time of the order or which are subject to statutorily imposed substance restrictions and/or information requirements (e. g. REACH, RoHS), Supplier shall declare such substances in the web database BOMcheck (www.BOMcheck.net) no later than the date of first delivery of products.

Should the delivery contain goods which - according to international regulations - are classified as dangerous goods, the supplier will inform us hereof in a form agreed upon between supplier and us, but in no case later than the date of order confirmation.

SIEMENS STANDARD TERMS AND CONDITIONS OF PURCHASE

1. Definitions
In these terms and conditions the following expressions have the following meanings:
"the Purchaser"   means the Siemens company named overleaf which places the Purchase Order;
"Conditions"   means these terms and conditions for the purchase of Products and/or Services which are incorporated into and form part of the Purchase Order;
"Contract" means the contract between the Seller and the Purchaser for the supply of the Products and/or Services comprising the Conditions, the Purchase Order and any documents incorporated by express reference on the face of the Purchase Order and any documents attached by the Purchaser to these Conditions;
"Data Protection Legislation"   means all applicable privacy and data protection laws relating to the processing of Personal Data and the privacy of electronic communication, including but not limited to: the Data Protection Act 2018, the UK GDPR; and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) including where applicable the guidance and codes of practice issued by the Information Commissioner's Office or other relevant regulatory authority;
"Issued Material"   means any property issued to the Seller by or on behalf of the Purchaser to be used in fulfilment of the Seller's obligations;
"Products" means the products, goods or items which are the subject of the Contract which may (without limitation) comprise or include Software;
"Purchase Order"   means the purchase order (in the Purchaser's standard form) together with the Conditions;
"Seller"   means the person, firm or company referred to on the face of the Purchase Order with whom the Contract is made by the Purchaser and references to Seller shall include any permitted sub-contractor. Seller shall procure that any permitted sub-contractor complies with all relevant provisions of the Contract;
"Services" means work and/or services which are the subject of the Contract and which are described in the Purchase Order which may (without limitation) comprise, include or relate to Software;
"Software" means any software which is comprised or included in or related to the Products and/or Services;
"Sub-Contract"   means any contract between the Data Processor and a third party whereby that third party agrees to provide the Data Processor with any part of the Services;
"Sub-Contractor"   means the contractors or suppliers that enter into a Sub-Contract with the Data Processor;
"UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
The terms 'Controller', 'Data Subject', 'Data Protection Impact Assessment', 'Personal Data', 'Personal Data Breach', 'Processing', 'Processor', 'Special Categories of Personal Data' shall have the respective meanings ascribed to them under the Data Protection Legislation.

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1.1   In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.2   In these Conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.3   In these Conditions the headings will not affect the construction of these Conditions.

2.   Application

2.1   Subject to any variation under Condition 15, these Conditions are the only Conditions upon which the Purchaser is prepared to deal with the Seller and they shall govern the Contract to the entire exclusion of all other terms and conditions.

2.2   Each Purchase Order for Products and/or Services by the Purchaser from the Seller shall be deemed to be an offer by the Purchaser to buy the Products and/or Services subject to these Conditions and no Purchase Order shall be accepted until the Seller either expressly by giving notice of acceptance or impliedly by fulfilling the Purchase Order in whole or in part accepts the offer.

2.3   No terms or conditions endorsed upon, delivered or contained within the Seller's quotation, acknowledgement or acceptance of the Purchase Order specification or any similar document shall form part of the Contract and the Seller waives any right which it might otherwise might have to rely on such terms and conditions.

2.4   These Conditions shall apply to all the Purchaser's purchases and any variation to these Conditions which the Seller purports to impose shall have no effect unless expressly agreed in writing and signed by a director of the Purchaser.

3.   Quality and Description

3.1   All Products and Services supplied shall:

3.1.1   conform in all respects with the Purchase Order and specification and/or patents supplied or advised by the Purchaser to the Seller, be without fault, be of the best available design and be of the best quality materials and workmanship;

3.1.2   conform with the quantity, quality, description and any other particulars contained in the Contract;
3.1.3   conform with any sample, drawing, description and specification furnished;

3.1.4   the Purchaser's rights under these Conditions are in addition to the statutory conditions implied in favour of the Purchaser by the Sale of Goods Act 1979 (as amended and fit for any intended use expressly or impliedly made known to the Seller by the Purchaser;

3.1.5   comply with all performance specifications in the Contract;

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3.1.6   comply with the appropriate British Standard or equivalent best industry standard;

3.1.7   comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Products and/or the performance of the Services.

3.2   All Services supplied shall be in full accordance with the terms of the Contract and shall be executed in a proper and skilful manner by appropriately qualified and experienced personnel and conform to the relevant best industry standards.

3.3   Notwithstanding any inspection or testing by the Purchaser, the Seller shall remain fully responsible for any Products and/or Services and any inspection or testing by the Purchaser shall not diminish or otherwise affect the Seller's obligations under the Contract.

3.4   If any of the Products and/or Services fail to comply with the provisions set out inthe Contract, the Purchaser shall be entitled to reject in whole or in part at any time at the Purchaser's sole discretion any Products and/or Services supplied under this Contract and in addition claim such damages as may have been sustained in consequence of the Seller's breach or breaches of Contract.

4.   Statutory Obligations

4.1   The Seller shall comply with all relevant statutes, rules and regulations, bye-laws and EU directives affecting its obligations and the performance of the Contract, including but not limited to, the appropriate CE Marking and Declaration of Conformity for each classification or type of product, The Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations 2008; and The Producer Responsibility Obligations (Packaging Waste) (Amendment) Regulations 2010.

4.2   While on Purchaser's premises, the Seller shall abide by any written or verbal instructions in relation to safety and security issued by the Purchaser.

5.   Inspection and Rejection

5.1   The Seller warrants that it has inspected and tested the Products for compliance with the Contract prior to delivery and shall, if requested, supply the Purchaser with certificates of origin and/or testing. Such certificates must state the relevant Purchase Order numbers together with any item numbers.

5.2   If the Products and/or Services do not comply with the Contract the Purchaser shall within a reasonable time give notice of rejection to the Seller and without prejudice to any of its other rights the Purchaser may at its discretion require the Seller to comply with the Contract by expeditiously replacing or repairing as appropriate any rejected Products and replacing or otherwise righting any rejected Services. The rejected Products shall be returned to the Seller at its own risk and expense.

5.3   Where the Seller repairs or replaces Products or Services, the Contract shall apply to the repaired or replaced Products or Services.

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5.4   The Purchaser reserves the right at reasonable times to inspect or test the Products or the Services at any stage before delivery and the Seller shall give rights of access to premises and such facilities as the Purchaser may reasonably require for such inspection.

6.   Delivery and Risk

6.1   Products and Services shall be delivered on the dates and at the rates and at the places specified in the Contract. If no place or delivery date is specified Products and/or Services shall be delivered to the registered business address of the Purchaser and delivery shall take place within fourteen14 days of the date of the Purchase Order. Delivery may be direct to the Purchaser's end user if so specified on the Purchase Order. The Purchaser may delay or alter such dates, rates and places on giving the Seller reasonable notice in writing of such alterations.

6.2   Time of delivery is of the essence of the Contract.

6.3   If the Products are to be delivered or the Services are to performed by instalments, the Contract will be treated as a single Contract and not separable and failure by the Seller to deliver or perform any one instalment shall entitle the Purchaser at its option to exercise any of its rights and remedies in respect of the whole Contract.

6.4   The Seller shall ensure that all Products are marked in accordance with the provisions of the Contract and instructions of the Purchaser. Products shall be packed so as to reach the places of delivery undamaged and in good condition. The Seller shall provide in respect of each consignment of Products a packaging note detailing the Purchaser's order number, description, code number (if any) and the quantity of Products consigned.

6.5   If the Seller fails to deliver in accordance with the Contract, then the Purchaser may cancel the Contract or any part of it and reserves all rights in damages and otherwise arising including but not limited to the right to purchase substitute Products or Services elsewhere and to hold the Seller liable for any loss, expense or additional cost incurred.

6.6   The Products shall remain at the risk of the Seller until delivery to the Purchaser is complete and title in the Products has passed to the Purchaser.

6.7   Any Seller's property brought onto Purchaser's premises will be at and will remain at the risk of the Seller.

6.8   Any Issued Material will be at the Seller's risk whilst in his possession.

6.9   If the Seller requires the Purchaser to return any packaging material to the Seller, that fact must be stated on any delivery note to the Purchaser and any such packaging material will only be returned to the Seller at the cost of the Seller.

6.10   If the Products are delivered to the Purchaser in excess of the quantities ordered the Purchaser shall not be liable to pay for the excess and any excess shall be and shall remain the Seller's risk and shall be returnable at the Seller's expense.

6.11   The Purchaser shall have the right to reject the Products for 14 days after any latent defect in the Products has become apparent to the Purchaser.

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7.   Marked Products

Products marked with any mark used or owned by the Purchaser or its customers shall not be disposed of to any third party without the prior written consent of the Purchaser.

8.   Title

8.1   The Seller warrants that it has good title to the Products it is selling to the Purchaser. Title to Products shall pass to the Purchaser on delivery without prejudice to any right of rejection to which the Purchaser may be entitled under Clauses 5 and 6. The Seller acknowledges that the Products or Services may be sold on to an end user by the Purchaser and warrants that the Purchaser will be able to supply the end user with good title.

8.2   Clause 8.1 is without prejudice to Clause 11 in respect of any Software.

9.   Prices

9.1   All prices shall be as stated in the Contract. The prices are fixed and include delivery and all other charges which shall not be adjusted save as provided for in these Conditions.

9.2   Prices do not include VAT which shall be added by the Seller at the rate and in the manner from time to time prescribed by law.

9.3   No variation in the price nor extra charges shall be accepted by the Purchaser.

10.   Payment

10.1   The Seller shall send to the Purchaser a detailed invoice stating the Purchase Order and Products or Services reference number. Terms of payment are 60 days from the date of invoice or from the date of delivery of the Products or Services, whichever is the later. Time for payment shall not be of the essence for the Contract.

10.2   Should the the Euro be introduced as legal tender in addition to or in lieu of the Pound Sterling in the United Kingdom, then the Purchaser may require invoicing (for each item to be invoiced) either in Pounds Sterling or in Euros, and in each case the official conversion rate shall be applied. The general validity of this Contract shall not be affected by the introduction of the Euro as legal tender.

10.3   Without prejudice to any other right or remedy the Purchaser reserves the right to set off any amount owing at any time from the Seller to the Purchaser against any amount payable by the Purchaser to the Seller under the Contract.

10.4   If the Purchaser fails to pay the Seller any sum due pursuant to the Contract the Purchaser will be liable to pay interest to the Seller on such sum from the due date for the payment at the annual rate of 1% above base lending rate from time to time of Barclays Bank plc occurring on a daily basis until payment is made whether before or after any judgement.

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11.   Software

11.1   If Products and/or Services include Software the Seller acknowledges that the Purchaser may be selling the same on to end users and warrants that it has good title to license the Software.

11.2   The Seller permits the Purchaser to market and resell the Software and any accompanying hardware either alone or as part of a package.

11.3   The Seller undertakes to supply the Purchaser with all updates of the Software and to allow it to copy them to those of its customers who hold an original copy version.

11.4   The Seller shall provide the Purchaser with such technical advice, assistance, data and documentation, including source code where necessary, to enable the Purchaser to maintain the Software if it so wishes.

12.   Confidentiality

12.1   The Contract and any other information supplied by the Purchaser is confidential. Issued Material is also confidential. Use of information and Issued Material is permitted solely for the purpose of carrying out the Contract. The Seller shall not without the prior written consent of the Purchaser copy or disclose them to anyone other than those employees or agents of the Seller who need to know.

12.2   The Seller shall not without the Purchaser's written consent advertise or otherwise make known that the Seller supplies or has supplied Products or Services to the Purchaser.

13.   Data Protection

13.1   The Purchaser and the Seller, in their respective performances of the Contract will comply with the provisions of the Data Protection Legislation and shall not perform their obligations in connection with the processing of Personal Data under this Contract in such a way as to cause the other party to breach any of its obligations under the Data Protection Legislation.

13.2   With respect to the parties' rights and obligations under the Contract, the parties agree that the Purchaser is the Controller and the Seller is the Processor.

13.3   The Purchaser shall not disclose any Personal Data to the Seller unless such disclosure is in accordance with Data Protection Legislation.

13.4   The subject-matter and duration of the Processing, nature and purpose of the Processing, types of Personal Data, and categories of Data Subjects are set out in Appendix 1 to this Contract, as updated from time to time.

13.5   The Purchaser may make reasonable amends to Appendix 1 by written notice to the Seller from time to time as the Purchaser considers necessary to meet the requirements of the Data Protection Legislation or to reflect a change to the way Personal Data is Processed under this Contract.

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13.6   The Seller agrees to only Process the Personal Data in accordance with the terms and conditions set out in this Contract and, subject to the overriding requirements of the Data Protection Legislation, undertakes to:

13.6.1   only process the Personal Data for and on behalf of the Purchaser, strictly in accordance with the written instructions of the Purchaser, unless the Processing is required by applicable laws to which the Seller is subject, in which case the Seller shall to the extent permitted by such applicable laws inform the Purchaser of that legal requirement before Processing;

13.6.2   ensure that any personnel with access to the Personal Data are:
(a)   subject to a duty of confidentiality (whether contractual or statutory) and ensure that access is strictly limited to those individuals who need to know/access the Personal Data;
(b)   aware of and comply with the Seller's duties under this Clause;
(c)   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 the Contract; and
(d)   have undergone adequate training in the use, care, protection and handling of Personal Data;

13.6.3   taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Seller shall, in relation to the Personal Data, implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the UK GDPR and the Data Protection Legislation.

13.6.4   only engage Sub-Contractors with the prior written consent of the Purchaser and under a written contract, imposing the same data protection obligations as set out in this Contract, remaining liable to the Purchaser for compliance of any Sub-Contractor engaged and informing the Purchaser of any changes concerning the addition or replacement of Sub-Contractors giving the Purchaser sufficient opportunity to object to such changes;

13.6.5   assist the Purchaser by appropriate technical and organisational measures, insofar as possible, for the fulfilment of the Purchaser's obligations to respond to requests for exercising the Data Subject's rights laid down in the Data Protection Legislation;

13.6.6 notify the Purchaser within five (5) Working Days if it receives:
(a)   a request from a Data Subject under the Data Protection Legislation in respect of the Personal Data and not respond to any such request without the written authorisation of the Purchaser or as required by the Data Protection Legislation to which the Seller is subject but only after informing the Purchaser of such legal requirement before responding to the request;
(b)   any communication from the Information Commissioner's Office or any other regulatory authority in connection with the Personal Data; or
(c)   a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by an applicable law;

13.6.7   notify the Purchaser, via email to dataprivacy.func@siemens-healthineers.com, without undue delay, and at least within 24 hours, upon becoming aware of a Personal Data Breach, providing the Purchaser with sufficient information to allow it to meet its obligations under the Data Protection Legislation and to enable the Purchaser to report the breach to the Information Commissioner's Office within the 72 hour deadline imposed by

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the Data Protection Legislation and assist the Purchaser, as directed, in the investigation, mitigation and remediation of such Personal Data Breach;

13.6.8   assist the Purchaser in ensuring compliance with the obligations pursuant to the Data Protection Legislation taking into account the nature of the Processing for the purposes of this Contract and the information available to the Seller, including but not limited to those obligations relating to:

(a)   security of processing;

(b)   notification of a Personal Data Breach to the Information Commissioner's Office;

(c)   communication of a Personal Data Breach to the Data Subject(s); and

(d)   Data Protection impact Assessments and any subsequent consultations with the Information Commissioner's Office;

13.6.9   provide all reasonable assistance to the Purchaser in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Purchaser, include:

(a)   a systematic description of the envisaged Processing activities and the purpose of the Processing;
(b)   an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
(c)   an assessment of the risks to the rights and freedoms of Data Subjects; and
(d)   the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data;
13.6.10   on the expiry or termination of the Contract, promptly upon request from the Purchaser (at the Purchaser's discretion) either:

(a)   return all Personal Data to the Purchaser and delete all existing copies, or procure such deletion; or

(b)   securely destroy such Personal Data, unless an applicable law requires storage of the Personal Data but only to the extent and for such period as required by such law;

13.6.11   notify the Purchaser of the deletion of Personal Data in accordance with Condition 13.6.10 upon request from the Purchaser;

13.6.12   not transfer Personal Data outside the UK without obtaining the prior written consent of the Purchaser and fulfilling the following conditions:
(a)   providing appropriate safeguards in relation to the transfer, in accordance with the Data Protection Legislation, as determined by the Purchaser;
(b)   complying with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
(c)   ensuring the protection of the rights of the data subjects concerned, maintaining a record of data transfers and documenting suitable safeguards; and
(d)   complying with any reasonable instructions notified to it in advance by the Purchaser with respect to the Processing of the Personal Data.

13.7   The Seller shall make available to the Purchaser on request all information necessary to demonstrate compliance with the Data Protection

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Legislation, and allow for and contribute to audits, including inspections, by the Purchaser or an auditor mandated by the Purchaser including to permit the Purchaser or its external advisers (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit Seller's data processing activities and those of its agents, subsidiaries and sub-contractors and comply with all reasonable requests or directions by the Purchaser to enable the Purchaser to verify and procure that the Seller is in full compliance with its obligations under the Contract.

13.8   The Purchaser may, at any time on not less than thirty (30) Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme or otherwise required under the Data Protection Legislation (which shall apply when incorporated by attachment to this Contract).

13.9   The Seller shall, at all times during and after the term of the Contract, indemnify the Purchaser and keep the Purchaser indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Purchaser arising from any breach of the Seller's obligations under this Clause except and to the extent that such liabilities have resulted directly from the Purchaser's instructions.

13.9   The provisions of this Clause shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

13.10 Each party shall bear their own costs in complying with their respective obligations under this clause 13.

14.   Equipment and other Facilities

14.1   Issued Material shall be and remain the property of the Purchaser even if charged for. The Seller hereby undertakes to maintain Issued Material in good order and condition, to keep it separate from the Seller's property and to identify it as the property of the Purchaser. The Seller shall not use it except in respect of the Contract with the Purchaser. Risk in Issued Material shall be with the Seller who shall effect comprehensive insurance against all risks of its loss or damage of an amount equal to its replacement cost and with the Purchaser's interest noted on the policy and with the Purchaser as loss payee.

14.2 Upon written request or termination or cancellation of the Contract, the Seller shall dispose of or return the Issued Material (as requested by the Purchaser) to the Purchaser forthwith.

15   Variation of Services/Goods

15.1   If at any time during the course of the Contract, the Purchaser wishes to vary the Services and/or Products ordered, it shall notify the Seller and the Seller shall within seven (7) days provide a written statement of the amount by which such variation would increase or decrease:
a)   the dates, timescales or milestones, and
b)   the charges;

which have been agreed in the Contract, and such other information as the Purchaser may reasonably require.

15.2   The implementation of any variation to the Services and/or Products shall be subject to the agreement of the parties. The Seller shall not

SIEMENS
Healthineers

Viamed Ltd
15 Station Road
Keighley
BD20 7DT

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undertake any such variations unless specifically instructed to do so by the Purchaser.

15.3   All variations must be confirmed in writing by an authorised representative of the Purchaser.

16.   Warranty

16.1   Without prejudice to the Purchaser's rights under the Contract or at law the Seller warrants the Products and Services will be free from defects (other than those arising from a design furnished by the Purchaser) for a period of twelve (12) months (or such longer period as may be otherwise stated in the Contract) from the date of delivery of any Products or the completion of any of the Services or from the date of delivery of any defective Products repaired or replaced under the provision of Clause 5.

16.2   Breach of the warranty in Clause 16.1 shall, without prejudice to its other rights, allow the Purchaser to terminate this Contract and claim damages, costs and expenses from the Seller.

17.   Indemnity

17.1   The Seller shall fully indemnify the Purchaser against any claims, liabilities, actions, damages, costs or expenses:

17.1.1   in respect of any alleged or actual infringement by any of the Products or Services of any intellectual property right including but not limited to patents, copyright, trademarks, service marks, registered designs, design rights or other third party rights and the Seller shall at its own cost defend or settle all such claims or actions and proceedings brought or threatened to be brought against the Purchaser;

17.1.2   sustained by the Purchaser or for which the Purchaser may be liable as a result of the Seller's failure to perform its obligations under the Contract;
17.1.3   resulting from death, injury, loss or damage to persons or property caused or contributed to by negligence of the Seller, its employees, sub-suppliers (if permitted) or agents.

17.2   The Seller accepts liability for all other loss or damage incurred by the Purchaser and which is attributable to negligence on the part of the Seller, its employees, sub-suppliers (if permitted) or agents or otherwise results from a breach of the Contract.

17.3   If Software is held to be infringing third party intellectual property rights then the Seller undertakes at its own expense to replace or amend the Software expeditiously so that it is no longer infringing.

18.   Force Majeure

18.1   Neither party shall be liable to the other for any loss or damage which may be suffered by the other as a direct or indirect result of the performance of its obligations under the Contract being prevented, hindered or delayed by reason of circumstances or events beyond its reasonable control including but not limited to acts of God, war, riot, strike, lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, storm, explosion, epidemic or government action.

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18.2   If the Seller or the Purchaser is prevented from performing its obligations under this Contract by a Force Majuere event which continues for more than thirty (30) days, the Purchaser may at its option terminate any affected Contract; defer the date of delivery or payment; reduce the volume of Products or Services ordered without liability to the Seller forthwith by giving written notice.

19.   Licences

If the Products or Services supplied under the Contract require the Purchaser to have any permit or licence from any governmental or other regulatory authority the Contract shall be deemed conditional upon such permit or licence being granted at the required time. The Seller warrants that it has all necessary permits and licences to allow it to sell the Products and Services to the Purchaser.

20.   Termination

20.1   The Purchaser may end this Contract with immediate effect by notice in writing to the Seller in the following situations:

20.1.1   if the Seller is in breach of it and, in the case of breach capable of remedy, fails to remedy the breach within fourteen (14) days of being asked to do so in writing. If the breach cannot be remedied, the Purchaser can end the Contract immediately;

20.1.2   if the Seller ceases or threatens to cease business, or commits an act of bankruptcy, or it or a third party takes action for it to go into liquidation unless this is to reconstruct or merge the company, or if an administrator, administrative receiver, receiver or manager is appointed of any part of its business;

20.1.3   if in the reasonable opinion of the Purchaser there occurs a material change in the financial position of the Seller which is likely to affect the other's ability to perform its obligations under the Contract; or
20.1.4   if there is a change in control of the Seller which in the reasonable opinion of the Purchaser adversely affects the position, rights or interests of the Purchaser;

20.2   For the purposes of Clause 20.1.4 "control" means the ability to direct the affairs of another whether by virtue of contract, ownership of shares or otherwise howsoever.

20.3   Termination of this Contract shall not discharge either party from any existing obligation accrued due on or prior to the date of termination.

20.4   The Purchaser may cancel this Contract at any time by notice in writing. The Purchaser will pay for and accept delivery of all finished Products manufactured by the Seller at the date of cancellation and shall pay the Seller a fair and reasonable sum in respect of all work in progress at the date of cancellation subject to such finished Products and work in progress being transferred to the Purchaser. This shall be the Seller's sole and exclusive remedy in the event of cancellation of the Contract pursuant to this Clause.

20.5   For the avoidance of doubt, any termination or cancellation of this Contract shall not affect the continuance in force of Software licences granted to the Purchaser or its customers.

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21.   Code of Conduct for Siemens Suppliers

21.1   The Seller shall comply with the laws of all applicable legal system(s) relevant to the subject matter of the Contract. In particular, the Seller will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labor. Moreover, the Seller will take responsibility for the health and safety of its employees, the Seller will act in accordance with the applicable environmental laws and will use best efforts to promote Siemens Code of Conduct for its suppliers.

21.2   In addition to the other rights and remedies the Purchaser may have, the Purchaser may terminate the Contract and/or any Purchase Order issued thereunder in case of breach of this Clause by the Seller. However, provided that Seller's breach of contract is capable of remedy, Purchaser's right to terminate is subject to the proviso that such breach has not been remedied by the Seller within a reasonable grace period notified by the Purchaser to the Seller.

22.   Export Control and Foreign Trade Data Regulations

22.1   Seller shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations"). Seller shall advise the Purchaser in writing within two weeks of receipt of any Purchase Order – and in case of any changes without undue delay – any information and data required by the Purchaser to comply with all Foreign Trade Regulations in case of export and import as well as re-export, including without limitation:

(a)   All applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN); and
(b)   the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
(c)   the country of origin (non-preferential origin); and – upon request of Purchaser - Seller's declaration of preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers).

22.2   Seller shall be liable for any expenses and/or damage incurred by Purchaser due to any breach of this Clause 22.

23   Reservation Clause

The Purchaser's obligations under the Contract are subject to the proviso that the fulfilment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions.

24.   Miscellaneous

24.1   All Intellectual Property in the work carried out under the Contract is hereby assigned to and shall vest in the Purchaser absolutely. This includes any copyright or design rights which will vest in and become the property of the Purchaser as and when such rights come into existence.

24.2   Without prior written consent from the Purchaser, the Seller must not sub-contract or assign the whole or any part of the Contract. If given Purchaser consent, the Seller is not relieved of any of its obligations under the Contract. The Purchaser may attach conditions to the giving of its consent.

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The Purchaser may assign the Contract or any part of it to any person, firm or company. The Purchaser may perform any of its obligations or exercise any of its rights by itself or through any member of its group.

24.3   If the Purchaser delays, forgets or chooses not to enforce its rights under the Contract it shall not affect its right to do so at a later date.

24.4   The Contract is the entire agreement between the parties and may not be changed unless agreed in writing by properly authorised representatives of both parties.

24.5   All notices must be in writing and sent to the address or fax number set out in the Contract. They may be delivered by hand, or by first class post or by facsimile and shall be deemed to have been served:
(a)   if by hand, at time of delivery;
(b)   if by first class post, two working days after posting;
(c)   if by facsimile, on the date printed on the facsimile advice note produced by the sender's machine.

24.6   The Parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person that is not a party to it.

24.7   The Contract shall be governed and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts. APPENDIX 1: DATA PROCESSING
This Appendix includes certain details of the Processing of Personal Data as required by the Data Protection Legislation.

1   THE SUBJECT-MATTER AND DURATION OF THE PROCESSING

1.1   The subject-matter and duration of the Processing of Personal Data in accordance with the Contract shall consist of:

1.1.1   Subject matter: All data processing services that are provided by the Seller to the Purchaser. This will include all activities in which employees of the Seller (or sub-processors engaged by the Seller) may have access to Personal Data which is under the control of the Purchaser.

1.1.2   Duration: The duration of the Processing corresponds to the term of the Contract.

2   THE NATURE AND PURPOSE OF THE PROCESSING

2.1   The nature and purpose of the Processing of Personal Data in accordance with the Contract shall consist of:

1.1.3   The Seller Processes Personal Data to the extent necessary to provide the Services.

1.1.4   The Seller and the Purchaser are each responsible for their own compliance with the applicable Data Protection Legislation.

2.1.1   The Purchaser is solely responsible for the means by which the Seller acquired the Personal Data and the Purchaser shall only disclose Personal

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Data to the Seller for which a legal authorisation is given and for which the Purchaser has a legal right of Processing.

3   THE TYPES OF PERSONAL DATA TO BE PROCESSED

3.1   The types of Personal Data that shall be Processed in accordance with the Contract may include:

3.1.1   names;
3.1.2   contact information;
3.1.3   other identifiers such as DOB; and
3.1.4   location data.

3.2   The types of Special Categories of Personal Data that shall be processed in accordance with the Contract may include
3.2.1   health information;
3.2.2   genetic data; and
3.2.3   biometric data

4   CATEGORIES OF DATA SUBJECTS TO WHOM THE PERSONAL DATA RELATES

4.1   The categories of individuals whose Personal Data is Processed in accordance with the Contract will be:

4.1.1   Patients under the care of the Purchaser's customers (if applicable);

4.1.2   Employees and contractors of the Purchaser;

4.1.3   Individuals whose personal data is lawfully processed by the Purchaser and where there is a lawful basis for sharing their data with the Seller.

5   SECURITY MEASURES

        5.1   The Seller shall implement and maintain adequate security measures required under the Data Protection Legislation and to standards no less than those imposed on the Purchaser under the Data Protection Legislation whilst it continues to Process the Personal Data on behalf of the Purchaser, such measures shall include (but not be limited to):

5.1.1   Encryption
5.1.2   Backup
5.1.3   Resilience
5.1.4   Disaster recovery
5.1.5   Incident notification
5.1.6   NHS Governance requirements (where relevant to the supply under this Contract).
5.1.7   maintain relevant certifications such as ISO27001 and Cyber Essentials (where relevant to the supply under this Contract).

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5.1.8   maintain a documented security policy

Send invoice to:

Siemens Healthcare Ltd.
C/O Data Capture Solutions
PO Box 4728
Slough
SL1 0AE
Tel:0845 602 6873
email: invoices_414s_gb.team@siemenshealthineers.com