**RICARDO STANDARD TERMS FOR THE PURCHASE OF GOODS AND SERVICES**

1. Interpretation
   1. Definitions:
2. Conditions: these terms and conditions as amended from time to time in accordance with clause 15.7.
3. Contract: the contract between Ricardo and the Supplier for the supply of the Work comprising the Order, these Conditions and the Specification.
4. Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
5. Delivery Date: the date specified in the Order.
6. Delivery Location: the address for delivery of Goods as set out in the Order.
7. Export Control Laws: means the US International Traffic in Arms Regulations (ITAR), the US Export Administration Regulations (EAR), the UK Export Control Order 2008, the EU Dual-Use Regulation and all applicable laws and regulations of any jurisdiction relating to import or export controls.
8. Goods: the goods (or any part of them) set out in the Order.
9. IPR: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
10. Mandatory Policies: the Ricardo policies available at www.ricardo.com/en/who-we-are/governance/policies
11. Order: Ricardo's purchase order for the supply of the Work.
12. Ricardo: the Ricardo company referred to on the face of the Order.
13. Services: the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Specification.
14. Specification: the description or specification for the Work as agreed in writing by Ricardo and the Supplier.
15. Supplier: the person or firm from whom Ricardo purchases the Work.
16. US Controlled Materials: any materials which are subject to export controls regulated by the ITAR or the EAR.
17. Work: the Goods and/or Services (as the case may be).
    1. Interpretation: (a) a person includes a natural person, corporate or unincorporated body; (b) a reference to a party includes its successors and permitted assigns; (c) a reference to legislation or a legislative provision is a reference to it as amended or re-enacted and includes all subordinate legislation made under that legislation or legislative provision; (d) any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms; (e) a reference to writing or written excludes fax but not email.
18. Basis of contract
    1. The Order constitutes an offer by Ricardo to purchase the Work from the Supplier in accordance with these Conditions. The Order shall be deemed to be accepted on the earlier of: (a) the Supplier issuing written acceptance of the Order; or (b) any act by the Supplier consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence (Commencement Date).
    2. 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 law, trade custom, practice or course of dealing.
    3. All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
19. Supply of Goods
    1. The Supplier shall ensure that the Goods shall: (a) comply with the terms of the Contract and correspond with their description and any applicable Specification; (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Ricardo, expressly or by implication, and in this respect Ricardo relies on the Supplier's skill and judgement; (c) where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods
    2. The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
    3. Ricardo may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations or Ricardo’s rights under the Contract.
    4. If following such inspection or testing Ricardo considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, Ricardo shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
    5. Ricardo may conduct further inspections and tests after the Supplier has carried out its remedial actions.
20. Delivery of Goods
    1. The Supplier shall ensure that: (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number, the type and quantity of the Goods (including the part number of the Goods), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and (c) if the Supplier requires Ricardo to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Such packaging material shall only be returned to the Supplier at the Supplier’s cost.
    2. The Supplier shall deliver the Goods at the Delivery Location in accordance with DAP (Incoterms 2020) during normal business hours on the Delivery Date and time shall be of the essence for delivery. Delivery shall be completed on unloading of the Goods at the Delivery Location.  The Supplier shall not deliver Goods in instalments without Ricardo's prior written consent.
    3. Title and risk in the Goods shall pass to Ricardo on completion of delivery.
21. Supply of Services
    1. The Supplier shall perform the Services to Ricardo in accordance with the terms of the Contract.
    2. The Supplier shall meet any performance dates specified in the Contract and time is of the essence in relation to those performance dates.
    3. The Supplier shall promptly advise of any difficulty or delay actual or expected in the performance of the Contract and the Supplier’s proposed remedial action.
    4. In providing the Services, the Supplier shall: (a) co-operate with Ricardo in all matters relating to the Services, and comply with all instructions of Ricardo; (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade; (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract; (d) ensure that the Services will conform with all descriptions, standards and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose that Ricardo expressly or impliedly makes known to the Supplier; (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services; (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Ricardo, will be free from defects in workmanship, installation and design;(g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services; (h) observe all health and safety rules and regulations and any other security requirements that apply at any of Ricardo's premises; (i) hold all materials, equipment and tools, drawings, specifications and data supplied by Ricardo to the Supplier (Ricardo Materials) in safe custody at its own risk; (j) maintain Ricardo Materials in good condition and insured to their full replacement value until returned to Ricardo; (k) ensure all Ricardo Materials are marked as Ricardo property and ensure nothing shall be done to permit Ricardo Materials to become subject to any lien, encumbrance, charge, tax or duty; (l) not dispose of or use Ricardo Materials other than for the purpose of the Contract and then only in accordance with Ricardo's written instructions or authorisation; (m) not do or omit to do anything which may cause Ricardo to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Ricardo may rely or act on the Work; and (n) comply with any additional obligations as set out in the Contract.
22. Remedies
    1. If the Supplier fails to deliver or perform the Works by the applicable date or in accordance with Contract, Ricardo shall have any one or more of the following rights and remedies: (a) to reject the Works (whether or not title has passed in any Goods or Deliverables) and return any Goods or Deliverables at the Supplier’s risk and expense; (b) to refuse to accept any subsequent delivery or performance of the Works; (c) to require the Supplier to repair, replace, or re-perform the defective Works at the Supplier’s expense; (d) to recover from the Supplier any expenditure incurred by Ricardo in obtaining substitute Works from a third party; (e) to require a refund from the Supplier of sums paid in advance for Works that the Supplier has not provided; and (f) to claim damages for any additional expenditure, costs, loss or expenses incurred by Ricardo which are in any way attributable to the Supplier's failure to meet such dates or the requirements of the Contract.
    2. These Conditions shall extend to any substituted or remedial services or repaired or replacement goods supplied by the Supplier.
    3. Each of Ricardo's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies contained in this Contract or implied by law.
23. Ricardo's obligations. Ricardo shall: (a) provide the Supplier with reasonable access at reasonable times to Ricardo's premises for the purpose of providing the Services; and (b) provide such necessary information for the provision of the Services as agreed in the Contract.
24. Charges and payment
    1. The price for the Goods shall be the price set out in the Order and shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by Ricardo.
    2. The price for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Ricardo, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
    3. Where Services are supplied on a time and materials basis: (a) the Supplier's daily fee rates for each individual person as set out on the Order are calculated on the basis on an eight-hour day, worked during business hours; (b) the Supplier shall not be entitled to charge on a pro rata basis for part days worked or charge overtime; and; (c) the Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Ricardo to inspect such records on request.
    4. Unless otherwise stated in the Order or the Specification, the Supplier shall invoice Ricardo on or at any time after completion of delivery of the Goods or completion of the Services. Each invoice shall include such supporting information required by Ricardo to verify the accuracy of the invoice, including the relevant purchase order number. All invoices shall be addressed to “Accounts Payable”.
    5. In consideration of the supply of the Work by the Supplier, Ricardo shall pay the invoiced amounts within 60 days from the end of the month in which Ricardo receives a correctly rendered invoice to a bank account nominated in writing by the Supplier.
    6. All amounts payable by Ricardo under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**) and such VAT will be payable by Ricardo in addition to the price.
    7. If a party fails to make payment due to the other party by the due date, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest will accrue each date at 2% a year above the Bank of England's base rate from time to time.
    8. Ricardo may at any time set off any liability of the Supplier to Ricardo against any liability of Ricardo to the Supplier.
25. Intellectual property rights
    1. The ownership of all IPR generated or acquired by the Supplier in the course of the Contract (**Foreground IPR**) is hereby assigned to Ricardo and the Supplier shall take all steps necessary to effect such assignment.
    2. All IPR (excluding Foreground IPR) in the Works or used by the Supplier in the course of performing the Contract (**Background IPR**) shall remain owned by the Supplier and the Supplier grants to Ricardo, or shall procure the direct grant to Ricardo of, a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence (including the right to sub-license) to use any Background IPR for the purpose of receiving, using and exploiting the Works.
    3. All IPR owned by Ricardo (including such IPR in Ricardo Materials) remain the exclusive property of Ricardo. Ricardo grants the Supplier a limited, non-exclusive, royalty-free, non-transferable licence (with no right to sub-license) to use such IPR for the term of the Contract solely for the purpose of performing the Contract.
26. Indemnity
    1. The Supplier shall indemnify Ricardo against all liabilities, costs, expenses, damages and losses (including any legal costs and expenses) suffered or incurred by Ricardo arising out of or in connection with: (a) any claim made against Ricardo for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding Ricardo Materials); (b) any claim made against Ricardo by a third party for death, personal injury or damage to property arising out of, or in connection with the Supplier’s breach or negligent performance of this Contract; and (c) any breach by the Supplier of clause 12. This clause 10 shall survive termination of the Contract.
27. Insurance. During the Contract and for a period of seven (7) years afterwards, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall produce to Ricardo on proof that such insurances are in place.
28. Compliance with relevant laws and policies
    1. In performing its obligations under the Contract, the Supplier shall: (a) comply with all applicable laws, statutes, regulations from time to time in force; and (b) comply with the Mandatory Policies.
    2. The Supplier shall: (a) comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010 (**Relevant Requirements**); (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; (c) establish, maintain and enforce its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements; (d) notify Ricardo if it becomes aware of any breach of clause 12.2(a) or has reason to believe that it has received a request or demand for any undue financial or other advantage; (e) immediately notify Ricardo if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier and the Supplier warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this agreement; (f) if requested by Ricardo, certify to Ricardo in writing signed by an officer of the Supplier, compliance with this clause 12.2; (g) provide such supporting evidence of compliance with this clause 12.2 as Ricardo may reasonably request; and (h) ensure that any of its agents, consultants, contractors, subcontractors or other persons engaged in performance of the Work do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 12.2.
    3. The Supplier represents and warrants that, at the date of entering into the Contract, the Supplier has provided full details to Ricardo of whether any of the Works are subject to any export control regulations.
    4. The Supplier shall: (a) in fulfilling the Contract, comply with all Export Control Laws; (b) provide all information that may be necessary for Ricardo’s compliance with any Export Control Laws; (c) obtain and comply with all required export consents, licences, agreements and other authorisations necessary to ensure performance of the Contract; (d) maintain effective export control processes and procedures as necessary to comply with Export Control Laws; (e) provide immediate written notification to Ricardo in the event of any changes to information provided to Ricardo under clause 12.3 or any changes in circumstances affecting any licence or agreement, and shall respond promptly to any written inquiry made by Ricardo; and (f) refrain from supplying any US Controlled Materials to Ricardo; and (g) immediately notify Ricardo if the Supplier becomes aware of any breach of any provision of this clause 12.4 or is included on any list of denied or sanctioned parties list, or if the Suppliers’ export privileges are otherwise suspended or revoked.
    5. The Supplier shall comply with the Modern Slavery Act 2015 and shall notify to Ricardo immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents, or subcontractors have breached that Act.
    6. The Supplier shall comply with the data protection terms and conditions of purchase available at [www.ricardo.com/en/who-we-are/governance/policies/terms-and-conditions-of-purchase/data-protection-for-terms-and-conditions-of-purchase](http://www.ricardo.com/en/who-we-are/governance/policies/terms-and-conditions-of-purchase/data-protection-for-terms-and-conditions-of-purchase).
    7. The Supplier shall maintain ISO9001 and ISO14001 and any further certification specified in the Contract.
    8. The Supplier shall comply with Ricardo’s Supplier Code of Conduct available at [www.ricardo.com/media/v0kez52y/supplier-code-of-conduct-14-november-2023.pdf](http://www.ricardo.com/media/v0kez52y/supplier-code-of-conduct-14-november-2023.pdf)
29. Termination
    1. Without affecting any other right or remedy available to it, Ricardo may terminate the Contract: (a) with immediate effect by giving written notice to the Supplier if: (i) there is a change of control of the Supplier; or (ii) the Supplier commits a breach of clause 12; or (b) for convenience by giving the Supplier 14 days' written notice.
    2. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if: (a) the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
    3. On termination of the Contract, the Supplier shall immediately deliver to Ricardo all Goods and Deliverables, whether or not then complete, and return all Ricardo Materials. If the Supplier fails to do so, then Ricardo may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
    4. Termination or expiry of the Contract shall not affect a party’s rights and remedies that have accrued as at termination or expiry.
    5. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
30. Confidentiality
    1. Each party undertakes that it shall not at any time during the Contract and for a period of five years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.2*.*
    2. Each party may disclose the other party's confidential information: (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
    3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under or in connection with the Contract.
    4. The Supplier shall not make any public statement or press release in relation to the Contract without Ricardo's prior written consent.
31. General
    1. **Assignment and other dealings.**(a)Ricardo may at any time assign any of its rights and obligations under the Contract; (b) The Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract; (c) The Supplier shall not subcontract any of its rights or obligations under the Contract without the prior written consent of Ricardo and, if Ricardo consents to such subcontracting, the Supplier shall remain responsible for all the acts and omissions of its subcontractors.
    2. **Notices**. Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). Notices are deemed received: (a) by hand, at the time the notice is left at the proper address; or (b) by next working day delivery service, at 9.00 am on the second working day after posting.
    3. **Severance**. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.
    4. **Waiver.** A waiver of any right or remedy is only effective if given in writing. A delay or failure to exercise any right shall not waive that or any other right, nor shall it prevent or restrict the further exercise of that or any other right.
    5. **No partnership or agency**. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
    6. **Third party rights**. No third parties may enforce any term of the Contract.
    7. **Variation**. No variation of the Contract shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
    8. **Law and Jurisdiction**. The Contract shall be governed by the laws of Michigan and the exclusive jurisdiction of the Michigan Courts.