

Order Schedule 26 (Buyer Remedies for Default and Step in Rights)

1. Buyer Remedies for Default and step in rights

1.1 Without prejudice to any other right or remedy of the Buyer howsoever arising (including under DPS Schedule 6 (Order Form Template) and subject to the exclusive financial remedy provisions in Paragraph 2.4 of Order Schedule 14 (Service Levels), if the Supplier commits any Default of this Order Contract then the Buyer may (whether or not any part of the Deliverables have been Delivered) do any of the following:

- 1.1.1 at the Buyer's option, give the Supplier the opportunity (at the Supplier's expense) to remedy the Default together with any damage resulting from such Default (where such Default is capable of remedy) or to supply Replacement Deliverables and carry out any other necessary work to ensure that the terms of this Order Contract are fulfilled, in accordance with the Buyer's instructions;
- 1.1.2 where the option to remedy has been provided but the Supplier failed to remedy the Default the Buyer may itself carry out, at the Supplier's expense, any work necessary to make the provision of the Deliverables comply with this Order Contract
- 1.1.3 if the Default is a material Default that is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults - whether of the same or different obligations and regardless of whether such Defaults are remedied - which taken together constitute a material Default):
 - (a) instruct the Supplier to comply with the Rectification Plan Process;
 - (b) suspend this Order Contract (whereupon the relevant provisions of Clause 10.7 Core Terms (Partially ending and suspending the contract) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) the Deliverables;
 - (c) without terminating or suspending the whole of this Order Contract, terminate or suspend this Order Contract in respect of part of the provision of the Deliverables only (whereupon the relevant provisions of Clauses 10.7 Core Terms (Partially ending and suspending the contract) and step-in to itself supply or procure a third party to supply (in whole or in part) such part of the Deliverables;
 - (d) Where the Buyer exercises any of its step-in rights under Paragraphs 1.1.3 (b) or 1.1.3 (c) , the Buyer shall have the

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Order Ref:

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right to charge the Supplier for and the Supplier shall on demand pay any Costs reasonably incurred by the Buyer (including any reasonable administration costs) in respect of the supply of any part of the Deliverables by the Buyer or a third party and provided that the Buyer uses its reasonable endeavours to mitigate any additional expenditure in obtaining Replacement Deliverables.