

CONDITIONS OF PURCHASE

1. DEFINITIONS

1.1 In these Conditions (as defined below) capitalised terms shall have the meaning given to them in this Condition 1.1 (*Definitions*):

"**Background IPR**" means intellectual property rights that belong, or are licensed, to the Company or the Supplier prior to the date of the Contract;

"**Business Day**" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

"**Company**" means **TENMAT LTD**;

"**Company Materials**" has the meaning given to it in Condition 10.1 (*Materials*);

"**Company Premises**" means the registered address of the Company being Ashburton Road West, Trafford Park, Manchester M17 1TD;

"**Confidential Information**" means all information of a confidential or proprietary nature including technical and commercial information, know how specifications, drawings, inventions, processes and information relating to a person's products, services and business;

"**Conditions**" means the conditions of purchase set out in this document as amended from time to time;

"**Contract**" has the meaning given to it in Condition 2.4 (*Basis of Contract*);

"**Contract IPR**" means all intellectual property rights generated out of or in connection with the Contract;

"**Data Protection Laws**" means applicable legislation protecting the personal data of natural persons, including in particular the Data Protection Act 2018, the GDPR and any equivalent or superseding legislation, together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities;

"**Data Controller, Data Processor, Data Subject, Personal Data, Personal Data Breach, Process/Processing and Special Categories of Personal Data**" will have the same meaning as given to them in the Data Protection Laws;

"**Delivery**" has the meaning given to it in Condition 8.4 (*Delivery*) and "**Deliver**" and "**Delivered**" shall be construed accordingly;

"**Delivery Location**" means the location set out in the Order or such other location as the parties may agree;

"**Employment Regulations**" means the Acquired Rights Directive (Council Directive 77/187/EEC) as amended by Council Directive 98/50/EEC and consolidated by Council Directive 2001/23/EEC together with the local statutory instruments implementing and giving effect to such Directives in any relevant country and any law or regulation of substantially similar effect to such Directive in any relevant country providing for the automatic transfer of employees;

"**Force Majeure Event**" means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors;

"**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

"**Goods**" means all goods, materials and services, described in the Order;

"**Good Industry Practice**" means the exercise of that degree of skill, care and consideration, prudence, efficiency, foresight and timeliness as would be expected from a leading supplier of goods and/or services of the same or a similar nature to the Goods;

"**Insolvency Event**" shall mean in respect of either party (the "**Insolvent Party**") where:

- in respect of the Insolvent Party a winding up petition is presented or a provisional liquidator or an administrator or an administrative receiver or a receiver is appointed or a scheme of arrangement or a voluntary arrangement is proposed;
- the Insolvent Party is declared bankrupt or has bankruptcy proceedings initiated against them, goes into compulsory or voluntary liquidation except for a voluntary liquidation for the purposes of solvent reconstruction or amalgamation;
- the Insolvent Party is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
- the Insolvent Party becomes subject to any other similar insolvency process (whether under the laws of England or elsewhere) or those in (a) to (c) above.

"**Losses**" means any damages, liabilities, claims, demands, proceedings, actions, costs, charges, losses and/or expenses including legal fees and other professional costs;

"**Order**" means the Company's order for Goods, as set out in the Company's purchase order form;

"**Receiving Party**" has the meaning given to it in Condition 16.1 (*Confidentiality and Data Protection*);

"**Relevant Controller**" has the meaning given to it in Condition 16.7 (*Confidentiality and Data Protection*);

"**Relevant Processor**" has the meaning given to it in Condition 16.7 (*Confidentiality and Data Protection*);

"**Required Personnel**" has the meaning given to it in Condition 9.1 (*Personnel*);

"**Specification**" means any specification for the Goods, including any related plans and drawings;

"**Sub-Processor**" has the meaning given to it in Condition 16.7.5.1 and 16.7.5.2 (*Confidentiality and Data Protection*);

"**Supplier**" means the company, person or firm who is receiving the Order, as set out in the Order form;

"**Supplier Personnel**" means all employees, officers, staff, other workers, agents, independent contractors, consultants and subcontractors of the Supplier engaged in the provision of the Services by the Supplier from time to time; and

"**Transferring Employee**" has the meaning given to it in Condition 13.1 (*Indemnity*).

2. BASIS OF CONTRACT

CONTRACT

2.1 These Conditions (and the applicable Order) apply to the exclusion of any other terms and conditions that the Supplier proposes or seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 All Orders (whether accepting in writing, orally or by conduct) constitute an offer by the Company to purchase Goods from the Supplier on and subject to these Conditions.

CHANGING THE CONTRACT

2.3 These Conditions may not be varied except in writing and then only by a Director of the Company.

GENERAL

2.4 Each Order will be deemed to be accepted by the Supplier on the earlier of: the Supplier issuing written acceptance of the Order; or any act by the Supplier that is consistent with fulfilling the Order, at which point and on which date the contract between the Company and the Supplier for the supply of Goods in accordance with these Conditions and the relevant Order shall come into existence ("**Contract**").

2.5 No Order for Goods from the Company will be binding on the Company unless the Order is submitted on behalf of the Company by an authorised representative of the Company.

2.6 Any drawings supplied by the Company are to be treated as approximate.

2.7 The Contract constitutes the entire agreement between the parties. The Supplier shall not be entitled to rely on assurances, representation or terms arising from pre-contract negotiations; nor shall the same operate as part of this Contract or as a collateral warranty or collateral contract, unless the same have been confirmed by the Company's written quotation or have been identified expressly in the Company's Order as warranties or conditions upon which the Supplier relies.

3. PERFORMANCE

GENERAL

3.1 The Supplier shall at all times provide the Goods, and perform its obligations under the Contract, in accordance with:

- the Contract;
- Good Industry Practice;
- applicable laws; and
- policies, procedures and reasonable instructions provided by the Company to the Supplier from time to time.

EQUIPMENT AND FACILITIES

3.2 The Supplier shall be solely responsible for providing all facilities, personnel, equipment, software, materials, technical knowledge, expertise and other resources necessary to provide the Goods and perform its obligations under the Contract, unless expressly stated otherwise in the Order.

QUALITY

3.3 In providing the Goods, the Supplier shall ensure that:

- the Goods comply with their applicable description and Specification (if any), and with the quantity specified in the Order (if any);
- the Goods are of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by the Company (expressly or by implication); and
- the Goods are free from defects in design, materials and workmanship.

ASSOCIATED SERVICES

3.4 The Supplier shall provide as part of the Order, any and all associated services and activities that are not specifically referred to in the Order but which are required for the proper and efficient provision of the Goods.

4. LICENCES, PERMISSIONS AND CONSENTS

SUPPLIER LICENCES, PERMISSIONS AND CONSENTS

4.1 The Supplier shall at all times obtain and maintain in force all licences, permissions, authorisations, certifications, consents and permits needed to perform its obligations under the Contract.

COMPANY LICENCES, PERMISSIONS AND CONSENTS

4.2 The Supplier shall inform the Company of all licences, permissions, authorisations, certifications, consents and permits that the Supplier is aware (or ought reasonably to be aware) that the Company are required to obtain and maintain in connection with the receipt of the Goods.

4.3 The Supplier shall not do or omit to do anything which may cause the Company to lose any licence, permission, authorisation, certification, consent or permit on which the Company rely for the purposes of conducting the Company's business.

5. PRICE AND PAYMENT

PRICE

5.1 In consideration of the provision of the Goods, the Company shall pay the price set out in the Order in accordance with the Contract.

5.2 The Company will not be responsible for any fees, charges or expenses not expressly identified in the Contract as payable by the Company. Where a fee, charge or expense is not expressly identified in the Contract, the relevant activity will be carried out by the Supplier at no additional charge to the Company.

RECORDS

5.3 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier and Supplier Personnel in providing the Goods, and will allow the Company to inspect such records at all reasonable times on request.

VAT

5.4 The price of the Goods is exclusive of amounts in respect of value added tax (VAT) at the rate and in the manner from time to time prescribed by applicable law (provided these are properly set out in a valid tax invoice), but shall be inclusive of all other taxes, duties or levies. The Company shall, on receipt of a valid VAT invoice from the Supplier pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

INVOICING AND PAYMENT TERMS

5.5 The Supplier shall invoice the Company for the Goods in accordance with the payment profile set out in the Order. If no invoicing terms are set out in the Order, the Supplier may invoice the Company at any time after the full completion of services and/or Delivery of the goods or materials to the Company's reasonable satisfaction (as the context requires).

5.6 The Supplier shall ensure that each invoice specifies the period and Goods to which the invoice relates, includes any relevant calculations, itemises any relevant expense or taxes, includes the relevant Order number (if any), the Supplier's value added tax code and any other supporting information the Company requires to verify the accuracy of the invoice, and

- is submitted by email or by post to the address for invoices the Company provides to the Supplier from time to time.
- 5.7 The Company shall pay each undisputed invoice in accordance with the payment terms set out in the Order. If no payment terms are set out in the Order, the Company shall pay undisputed invoices within sixty (60) days of the date of the Supplier's invoice.
- 5.8 If the Company fail to pay any amount properly due and payable by the Company under the Contract, the Supplier may charge interest on delayed payments from due date on a daily basis at Barclays Bank base rate from time to time in force plus two per cent (2%).
- SET-OFF**
- 5.9 The Supplier shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).
- 6. TERMINATION**
- TERMINATION RIGHTS**
- 6.1 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- 6.1.1 the Supplier commits a material breach of any other term of this Contract or commits a material breach of the Contract which is capable of remedy and fail to remedy that breach within a period of thirty (30) calendar days after being notified to do so;
- 6.1.2 the Supplier repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
- 6.1.3 the Supplier becomes subject to an Insolvency Event or is threatened with the same or any event occurs in any relevant jurisdiction which has a similar or analogous effect, the Company may cancel any Order for Goods and at the Company's discretion terminate the Contract with immediate effect by giving written notice to the Supplier;
- 6.1.4 there is any fraud on the part of the Supplier or any Supplier Personnel; or
- 6.1.5 the Supplier commits a material breach of the Condition 12 or Condition 16.
- 6.2 The Company may at any time terminate the Contract and/or cancel the Order (in whole or in part) with immediate effect by giving written notice to the Supplier, in which case the Company will pay the Supplier fair and reasonable compensation for any work in progress performed after the date of acceptance of the applicable Order in respect of the providing the Goods up until the date of termination but such compensation will not include loss of anticipated profits or any consequential loss.
- 6.3 In any of the circumstances in these Conditions in which the Company may terminate the Contract or cancel the Order the Company may instead terminate part of the Contract or cancel part of the Order.
- CONSEQUENCES OF TERMINATION**
- 6.4 On termination of the Contract or cancellation of the Order for any reason:
- 6.4.1 the Supplier shall immediately repay to the Company all amounts it has been paid in advance in relation to Goods that have been terminated or cancelled;
- 6.4.2 the Supplier shall immediately return to the Company all the Company's Confidential Information and all other items and materials owned by the Company and immediately provide to the Company all Goods (whether or not then complete). If the Supplier fails to do so, then the Company 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;
- 6.5 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 6.6 Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.
- 7. TITLE AND RISK**
- RISK**
- 7.1 The Goods shall be at the Company's risk on completion of Delivery.
- TITLE**
- 7.2 Title to the Goods (both legal and equitable) shall remain with the Supplier until full payment for the Goods has been made, but (subject to Condition 7.1 (*Title and Risk*)) the Company may resell or use the Goods in the ordinary course of its business.
- 8. PERFORMANCE DATES AND DELIVERY**
- PERFORMANCE DATES**
- 8.1 The Supplier shall provide the Goods during any period specified in the Order and meet any performance dates/times for the supply of Goods specified in the Order or that the Company notify to the Supplier in writing ("**Performance Dates**").
- 8.2 Time will be of the essence in relation to any Performance Dates. If no Performance Dates are set out in the Order, the Supplier shall provide the Goods as soon as is reasonably practicable.
- 8.3 The Supplier shall promptly notify the Company should the Supplier become aware of any circumstances that will or may have an adverse effect on the Supplier's ability to provide or perform the Goods in accordance with the Contract.
- DELIVERY AND DELIVERY LOCATION**
- 8.4 The Supplier shall deliver the Goods to the Delivery Location specified in the Order or that the Company notifies to the Supplier in writing.
- 8.5 Delivery shall be completed on the Goods' arrival at the Delivery Location (where goods or materials) or on full performance of the Goods in accordance with the Contract (where services) ("**Delivery**").
- CUSTOMER RESOURCES**
- 8.6 The Supplier shall unless otherwise specifically agreed be responsible for providing adequate labour and facilities at the Delivery Location for unloading Goods, and shall keep the Company indemnified against all claims whatever arising from such unloading operations.
- 9. PERSONNEL**
- REQUIRED PERSONNEL**
- 9.1 The Supplier shall provide the services of all specific Supplier Personnel identified in the Order (if any) ("**Required Personnel**") to perform services and will ensure the Required Personnel undertake the relevant role and responsibilities for the period set out in the Order, unless the Required Personnel is removed in accordance with the Contract.
- 9.2 The Supplier shall only remove Required Personnel from the performance of services with the Company's prior written consent, unless they leave employment with the Supplier or become unfit for reasons of disability or incapacity (and in such case, the Supplier will promptly replace them with a suitable person).
- SUPPLIER PERSONNEL**
- 9.3 The Supplier shall ensure that all Supplier Personnel act in a competent, professional, timely and efficient manner, with all due skill, care and diligence and use their best efforts to act in the Company's best interests.
- 9.4 The Company may at any time require the removal of any Supplier Personnel from the provision of Goods on providing not less than five (5) Business Days' written notice and the Supplier shall immediately remove any Supplier Personnel whose performance the Company reasonably regard as unsatisfactory (and in such case, the Supplier will promptly replace them).
- 9.5 The Supplier shall immediately remove any Supplier Personnel engaged in the provision of the Goods, who commits a criminal offence of any kind (other than a minor traffic offence). If the Supplier becomes aware that any Supplier Personnel has committed a criminal offence, the Supplier will inform the Company.
- 9.6 Nothing in the Contract will entitle the Supplier or any Supplier Personnel to receive any benefits received by employees of the Company, or require the Company to pay, any income taxes or social security or related contributions regarding Supplier Personnel.
- 10. MATERIALS**
- COMPANY MATERIALS**
- 10.1 If the Company provide the Supplier any materials, plant, equipment, machinery or other items in connection with the Contract ("**Company Materials**"), the Supplier shall:
- 10.1.1 hold the Company Materials in safe custody at the Supplier's own risk;
- 10.1.2 maintain the Company Materials in good condition until returned to the Company; and
- 10.1.3 not use Company Materials other than as may be necessary for the performance of the Contract.
- SUPPLIER MATERIALS**
- 10.2 The Company will be under no obligation to keep, safeguard or return any packaging materials, cases or containers provided by the Supplier, unless expressly stated otherwise in the Order, and if the Company agree to return any packaging materials, cases or containers, they will be returned to the Supplier at the Supplier's cost, unless expressly stated otherwise in the Order.
- 11. LIMITATION OF LIABILITY**
- UNLIMITED LIABILITY**
- 11.1 Nothing in these Conditions shall limit or exclude either party's liability for:
- 11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 11.1.2 fraud or fraudulent misrepresentation; or
- 11.1.3 any matter in respect of which it would be unlawful to exclude or restrict liability.
- 11.2 Nothing in these Conditions shall limit or exclude the Supplier's liability:
- 11.2.1 for breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- 11.2.2 for defective products under the Consumer Protection Act 1987; or
- 11.2.3 under any indemnity under the Contract.
- LIABILITY CAPS AND EXCLUDED LOSSES**
- 11.3 Subject to Condition 11.1 above:
- 11.3.1 the Company shall under no circumstances whatever be liable to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract (including but not limited to the use or storage of the Goods); and
- 11.3.2 the Company's total liability to the Supplier in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Contract.
- GENERAL**
- 11.4 The Company's rights hereunder shall be in addition to any and all other rights the Company may have against the Supplier at law or in equity.
- 12. INTELLECTUAL PROPERTY**
- BACKGROUND IPR**
- 12.1 All Background IPRs (together with all copies, modifications, enhancements or adaptations to, or derivative works or materials created, in relation to it after) will vest in or remain vested in, the Company or the Company's respective licensors (as the context requires).
- 12.2 The Supplier grants to and/or will procure for, the Company, a worldwide, royalty-free, non-exclusive, transferable, and sub-licensable licence to exploit, use (and allow suppliers and/or customers to use) copy, modify, adapt, and create derivative works of Supplier Background IPRs that are provided by or on behalf of Supplier, to the extent necessary to provide the Goods, on a perpetual and irrevocable basis.
- CONTRACT IPR**
- 12.3 Where Contract IPR is generated, the Supplier will (where relevant by way of present assignment of future rights) assign to the Company or will procure the assignment to the Company, with full title guarantee, free from any third party rights, claims or other interests, all such Contract IPR (including the right to take action for any damages and other remedies in respect of any infringement). The Supplier will also obtain in favour of the Company, a waiver of all moral rights.
- BACKGROUND IPR LICENCE**
- 12.4 Without prejudice to Condition 12.3, the Supplier grants to and/or will procure for, the Company group, a worldwide, royalty-free, non-exclusive, transferable, and sub-licensable licence to exploit, use (and allow suppliers and/or customers to use) copy, modify, adapt, and create derivative works of Supplier Background IPRs that are provided by or on behalf of the Supplier, to the extent necessary to receive the Goods and the benefit of the Goods and enjoy the benefit of the Goods, on a perpetual and irrevocable basis.
- IPR CLAIM**
- 12.5 Without prejudice to any other right or remedy the Company may have, if at any time an allegation of infringement of intellectual property rights is made or there is likely to be such an infringement ("**IPR Claim**"), the Supplier will, at the Supplier's option, as soon as possible and at the Supplier's own expense:
- 12.5.1 replace or modify the relevant Goods with non-infringing substitutes provided that such substitutes do not adversely affect the performance or material functionality of the relevant Goods; or
- 12.5.2 procure for the Company the right to continue receiving or using (as the context requires) the relevant Goods provided that there is no adverse effect on (including any reduction in the scope of use of) the Goods.

- 12.6 If the Supplier elects to modify the item or to supply a substitute item under Condition 12.5.1 or to procure a licence in accordance with Condition 12.5.2, but this has not avoided or resolved the IPR Claim or if there is an adverse effect on Goods, the Company may return the Goods to the Supplier and, without prejudice to any other right or remedy the Company may have, if the Company does so, the Supplier will refund in full the price paid by the Company under the Contract and will be liable for all reasonable and unavoidable costs of substitute items pursuant to the terms of the Contract.

SPECIFICATION

- 12.7 The Supplier shall not supply or offer to supply items made to the Company's specification, design or drawings to any third party without the Company's prior written consent.

13. INDEMNITY

GENERAL

- 13.1 The Supplier shall at all times during and after the term of the Contract, on written demand, indemnify the Company in full against all Losses incurred by, awarded against or agreed to be paid by the Company arising from out of, or in connection with:

- 13.1.1 any breach by the Supplier of the Contract and/or any act, omission or negligence of the Supplier and/or Supplier Personnel and/or any defects in the Goods;
- 13.1.2 an IPR Claim; and
- 13.1.3 any income taxes or social security or related contributions the Company are required to pay regarding Supplier Personnel.

EMPLOYEES

- 13.2 If at any time following the expiry or termination of the Contract, in full or in part, rights and liabilities in respect of the contracts of employment or the contracts of employment themselves of any Supplier Personnel transfer or are alleged to transfer to the Company or a replacement supplier by virtue of the Employment Regulations ("**Transferring Employee**"), the Company may terminate or procure that any replacement supplier may terminate the employment of any such Transferring Employee; and

- 13.2.1 the Supplier will indemnify and keep indemnified the Company and any replacement supplier against all Losses, incurred or suffered, including without limitation all legal expenses and other professional fees (together with any sales tax thereon) in relation to;
- 13.2.2 the employment and/or termination of employment of any such Transferring Employee;
- 13.2.3 any other act or omission of the Supplier or Supplier Personnel, as applicable, in respect of such Transferring Employee;
- 13.2.4 any other liabilities arising from the alleged application of the Employment Regulations including, for the avoidance of doubt, any failure by the Supplier or any Supplier Personnel to comply with any obligations regarding information and consultation pursuant to the Employment Regulations.

14. REMEDIES

- 14.1 If the Supplier fails to perform or provide the Goods (as the context requires) in accordance with the Contract, the Company shall be entitled (without prejudice to any other right or remedy) to exercise any one or more of the following rights or remedies:

- 14.1.1 terminate the Contract in whole or in part with immediate effect by giving written notice to the Supplier; or
- 14.1.2 reject the relevant goods or materials (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense; or
- 14.1.3 require the Supplier to re-perform the relevant services and/or replace the rejected goods or materials within such time period as the Company may require acting reasonably; or
- 14.1.4 require the Supplier to provide a full refund of the price of the rejected Goods (if paid for) or suspend payment of the price of the rejected Goods (if not paid for) until such time as the Supplier re-performs the relevant services and delivers replacement goods or materials (as the context requires) in accordance with the provisions of the Contract; or
- 14.1.5 refuse to accept any subsequent performance of services and/or supply of goods and materials which the Supplier attempts to make; or
- 14.1.6 recover from the Supplier any costs incurred by the Company in obtaining substitute services and/or deliverables from a third party in excess of the price the Company would have paid the Supplier for the relevant Goods and/or otherwise making good, repairing, replacing, or reinstating the relevant item or items in question; or
- 14.1.7 to claim damages for any other costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract, including logistics costs, loss of profit and any penalties or claims from clients arising from the Supplier's failure to supply.

- 14.2 These Conditions will extend to any substitute services and deliverables provided by the Supplier to the Company.

15. INSURANCE

- 15.1 The Supplier shall maintain in force, with a reputable insurance company the insurance types and applicable cover levels set out in the Order. If no insurance types or applicable cover levels are set out in the Order, 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.
- 15.2 The Supplier shall on the Company's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

16. CONFIDENTIALITY AND DATA PROTECTION

CONFIDENTIALITY

- 16.1 A party ("**Receiving Party**") will keep in strict confidence all Confidential Information that has been disclosed to it, or otherwise obtained by it from the other party or any person on behalf of the other party and will not use such Confidential Information or disclose it otherwise than as may be necessary for the performance of the Contract.

- 16.2 The Receiving Party will restrict disclosure of such Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations or exercising the Receiving Party's rights under the Contract, and will ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which apply to the Receiving Party.

- 16.3 Condition 16.1 and 16.2 will not apply to the extent that disclosure is a requirement of any applicable statutory or regulatory requirement.

DATA PROTECTION

- 16.4 The Company and the Supplier will duly observe all their respective obligations under the Data Protection Laws which arise in connection with the provision of the Goods and/or the Contract.

- 16.5 The law requires us to tell you about your rights and the our obligations in regards to the processing and control of your personal data. This can be found at www.knowyourprivacyrights.org. Where you provide us with personal data of any individuals on their behalf (including employees, former employees or any other third party) you shall

ensure that you have the authority to do so, and that you provide any such individuals with a copy of this privacy policy.

- 16.6 Details of the processing of Personal Data pursuant to the Contract are set out at the schedule (*Data processing details*) hereto.

- 16.7 Insofar as the Company or the Supplier (the "**Relevant Processor**") processes Personal Data for the other (the "**Relevant Controller**") as a Data Processor, the Relevant Processor will:

- 16.7.1 process the Personal Data solely on the documented instructions of the Relevant Controller, including the Contract, for the purposes of providing or receiving the Goods (as the context requires);

- 16.7.2 process only the types of Personal Data, relating to the categories of Data Subjects, and in the manner required to supply or receive the Goods (as the context requires) in the manner agreed by the parties;

- 16.7.3 take all measures required by Article 32 of the GDPR to ensure the security of the Personal Data;

- 16.7.4 take reasonable steps to ensure the reliability of any staff who may have access to the Personal Data, and their treatment of the Personal Data as confidential;

- 16.7.5 where the Relevant Processor is:

- 16.7.5.1 the Company, be generally authorised to appoint third parties to Process the Personal Data ("**Sub-Processor**"), subject to notifying the Supplier about the Company's Sub-Processors and otherwise meeting the conditions set out in Article 28 (2) and (4) of the GDPR; and

- 16.7.5.2 the Supplier, not permit any third party to Process the Personal Data ("**Sub-Processor**") without the prior written consent of the Company, such consent to be conditional upon fulfilling the conditions under Article 28 (2) and (4) of the GDPR;

- 16.7.6 promptly, and in any case within five (5) Business Days, notify the Relevant Controller of any communication from a Data Subject regarding the Processing of their Personal Data, or any other communication (including from a supervisory authority) relating to either party's obligations under the Data Protection Laws in respect of the Personal Data;

- 16.7.7 without undue delay, notify the Relevant Controller of any Personal Data Breach, such notice to include all information reasonably required by the Relevant Controller to comply the obligations imposed on the Relevant Controller under the Data Protection Laws;

- 16.7.8 in respect of any processing of Personal Data outside of the European Economic Area, take such steps as are necessary to ensure the processing is in accordance with Data Protection Laws;

- 16.7.9 permit the Relevant Controller, on reasonable prior notice, to inspect and audit the facilities used by the Relevant Controller to Process the Personal Data, and any and all records maintained by the Relevant Controller relating to that Processing;

- 16.7.10 provide any assistance reasonably requested by the Relevant Controller in relation to: (1) any communication received under Condition 16.7.6, as well as any equivalent communication received by the Relevant Controller directly; and (2) any Personal Data Breach, including by taking any appropriate technical and organisational measures directed by the Relevant Controller; and

- 16.7.11 cease Processing the Personal Data promptly upon the termination or expiry of the Contract and at the Relevant Controller's option either return, or securely delete the Personal Data.

17. ASSIGNMENT AND OTHER DEALINGS

- 17.1 The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

- 17.2 The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company.

18. NOTICES

Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or its principal place of business or such other address as that party may have specified to the other party in writing in accordance with this Condition.

19. SEVERANCE

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition shall not affect the validity and enforceability of the rest of the Contract.

20. WAIVER

A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

21. THIRD PARTY RIGHTS

A person who is not a party to the Contract shall not have any rights to enforce its terms.

22. VARIATION

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by a director of the Company.

23. FURTHER ASSURANCE

The Supplier shall, promptly at the Company's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Company may from time to time require for the purpose of securing for the Company the full benefit of the Contract.

24. GOVERNING LAW AND JURISDICTION

All contracts with the Company shall be deemed to have been made in England and shall in all respects be construed and operate in accordance with English Law. The English courts shall have exclusive jurisdiction unless the Company is prepared to waive this.

SCHEDULE

DATA PROCESSING DETAILS

Description	Details
Subject matter and duration of the processing	As described in the Contract
Nature and purposes of the processing	As described in the Contract
Type of Personal Data	<p>Examples here may include:</p> <p>Employee data: name, title, gender, job title, date of birth, personal contact details (address, telephone number, email address), work contact details (telephone number, email address), employee number, voice recordings (including of telephone calls), photograph, personal data contained in meeting, telephone or attendance notes, bank details, national ID number, tax code, right to work or passport data, next of kin / emergency contact name and contact details, background checks</p> <p>Client and business partner data: name, title, gender, work address, work email, work telephone numbers, job title, interests / marketing list assignments, record of permissions or marketing objections, website data (including IP address, geo-location markers and browser generated information)</p>
Categories of Data Subject	Examples here may include: Suppliers group employees, former employees and workers. Clients, business partners and suppliers of the Supplier group.