

**THE SYMPHONY GROUP PLC**  
**CONDITIONS OF SALE - PURCHASE**

**1. Interpretation**

1.1 In these Conditions (unless the context otherwise requires):

**Agreement** means the agreement between the Customer and the Supplier for the sale and purchase of the Goods and/or Services consisting of the Supply Agreement to which these Conditions are attached. Should there be any inconsistency between the documents comprising the Agreement, they shall have precedence in the following order: these Conditions, the Order and any other documents (or parts thereof) specified in the Supply Agreement and/or the Order.

**Conditions** means the terms and conditions contained herein.

**Customer** means The Symphony Group plc, company number 01022506, registered office Pen Hill Estate, Park Spring Road, Barnsley S72 7EZ.

**Data Protection Legislation** means all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

**Goods** means the goods (or any instalment or part of them) to be supplied pursuant to the Agreement.

**Order** means the order placed by the Customer for the supply of the Goods and/or performance of the Services.

**Services** means the services (if any) described in the Order to be undertaken by the Supplier.

**Specifications** means the technical or other requirements (if any) for the Goods and/or Services contained or referred to in the Order.

**Supplier** means the person, firm or company identified in the Agreement Terms as the Supplier.

**Supply** shall include a sale, lease, hiring or loan of the Goods.

1.2 In these Conditions (unless the context otherwise requires) words in the singular shall include the plural and vice versa, references to any gender shall include the others and references to legal persons shall include natural persons and vice versa.

**2. General**

2.1 These Conditions shall apply to the Agreement to the exclusion of any other terms and conditions contained or referred to in any acknowledgment of Order, form of Agreement, letter or other communication sent by the Supplier to the Customer.

2.2 Any concession made or latitude allowed by the Customer to the Supplier shall not affect the strict rights of the Customer under the Agreement.

2.3 If in any particular case any of these Conditions shall be held to be invalid or shall not apply to the Agreement the other Conditions shall continue in full force and effect.

2.4 No variation to the Order or these Conditions shall be binding unless expressly agreed in writing by the Customer and signed on its behalf. In the case of a variation proposed by the Supplier, it must provide at least three months' notice to the Customer.

2.5 The headings in these Conditions are intended for reference only and do not affect their construction.

2.6 In the event of any inconsistency between these Conditions and any other document or form of communication between the Supplier and the Customer these Conditions shall prevail unless expressly varied in writing and signed on the Customer's behalf.

2.7 The Customer shall be bound by the Order only if it is placed on its official order form and duly accepted by the Supplier by returning a signed and dated copy of the same accepting the Order is subject to these Conditions.

**3. Quality and description**

Without prejudice to any other rights the Customer may have, the Supplier warrants to the Customer that:

(a) the Goods will:

(i) conform as to quantity, quality and description with the particulars stated in the Agreement;

(ii) be of sound materials and workmanship;

(iii) be equal in all respects to the Specifications (if any) and any samples or patterns provided by either party and accepted by the other;

(iv) be capable of any standard of performance specified in the Agreement;

(v) comply with all statutory requirements and regulations relating to the manufacture and sale of the Goods at the time when the same are supplied.

(vi) if the purpose for which the Goods are required is indicated in the Agreement either expressly or by implication, be fit for that purpose;

(b) the Services will be performed by appropriately qualified and trained personnel with all due care and diligence and to the highest standard of quality prevailing in the industry at the time of performance

(c) the Supplier shall adhere to any drawings or specifications provided by the Customer and shall follow any other reasonable instructions given by the Customer in relation to the Goods and/or Services.

(d) the Supplier will not undertake any work relating to the Order which has not been specifically authorised by the Customer in writing; and

(e) following the completion of the Services, the Supplier will ensure all debris or rubbish left by the Supplier shall be cleared to the reasonable satisfaction of the Customer.

**4. Inspection testing and samples**

4.1 If so required by the Customer, the Supplier shall submit samples of the Goods for the Customer's approval before the Goods are delivered. Such samples of Goods should be marked by the Supplier clearly and appropriately for identification and will be retained by the Customer until the Goods have been delivered.

4.2 The Customer shall be entitled to inspect and test the Goods during manufacture, processing and storage and the Supplier shall at its own cost provide or shall procure the provision of all such facilities as may reasonably be required by the Customer therefor.

4.3 If as a result of any inspection or test under this Condition 4 the Customer's representative is of the reasonable opinion that the Goods do not comply with the Agreement or are unlikely on completion of manufacture or processing so to comply he may inform the Supplier accordingly and the Supplier shall promptly take such reasonable steps as may be necessary to ensure such compliance.

**5. Customer's material and equipment**

5.1 All drawings, specifications (including the Specifications) and information (**Material**) supplied by the Customer to the Supplier in connection with the Agreement are confidential. The Supplier and its officials, employees and agents shall not at any time disclose the Material to any third party without the Customer's prior written consent.

5.2 All jigs, tools, moulds, patterns and other equipment (**Equipment**) supplied to the Supplier or ordered by the Customer from the Supplier for the execution of the Agreement together with the Material shall be kept securely and maintained in good condition by the Supplier and the Supplier shall indemnify the Customer against all loss thereof or damage thereto whilst the same are in the Supplier's possession or control.

5.3 The Material and the Equipment shall only be used for the purpose of performing the Services for the Customer and shall remain the Customer's property at all times.

## **6. Certificates**

Where requested, prior to commencing the Services, the Supplier shall provide the Customer with the following:

- (a) the Supplier's Unique Taxpayer Reference (UTR) number;
- (b) the Supplier's public liability and, where relevant, professional indemnity insurance certificates;
- (c) any other forms or certificates the Customer may reasonably request.

## **7. Call Off and Delivery/performance**

7.1 The Goods shall be properly packed and secured in such a manner as to reach their destination in good condition under normal conditions of transport having regard to the nature of the Goods and the other circumstances of the case.

7.2 The Goods shall be delivered and/or the Services shall be performed by the Supplier at the time or within the period specified in the Agreement.

7.3 The Goods shall be delivered to the Customer at the address set out at the head of the Order or to or at such other destination as may be specified in the Agreement and in the manner specified in the Agreement or as subsequently agreed in writing between the parties. Delivery shall take place during the Customer's normal business hours. The Supplier shall supply the Customer in good time with any instructions or other information required to enable the Customer to accept delivery of the Goods.

7.4 Unless otherwise agreed between the parties in writing before delivery, the Customer shall have no obligation to pay for or return packing cases, skids, drums or other articles used for packing the Goods whether or not re-usable.

7.5 The time of delivery of the Goods and/or time of performance of the Services shall be of the essence of the Agreement.

7.6 All Goods should be accompanied by a detailed advice note stating the purchase order number and giving full particulars of the Goods supplied (except when such Goods are sent directly to premises of the Customer's customer when the advice note sent with the Goods should not show the Supplier's name). A copy of the advice note must be sent to the Customer on the day upon which the Goods are delivered and an invoice stating the purchase order number must be promptly delivered to the Customer.

7.7 If the Goods are to be delivered by instalments the Agreement shall be treated as a single Agreement and not severable.

7.8 The Customer shall be entitled to call off any combination of the Goods for delivery and the Supplier shall deliver the Goods in accordance with the quantities and delivery dates specified or to be specified by the Customer provided that the Customer's commitment to the Supplier for the Goods to be supplied shall be limited to the extent authorised in the Customer's delivery schedule from time to time notified in writing to the Supplier.

## **8. Storage/Destruction**

8.1 If for any reason the Customer is unable to accept delivery of the Goods at the time when the Goods are due and ready for delivery the Supplier shall if his storage facilities permit store the Goods, safeguard them and take all reasonable steps to prevent their deterioration until their actual delivery and the Customer shall be liable to the Supplier for the reasonable cost (including insurance) of his so doing.

8.2 If for any reason the Goods are stored in accordance with clause 8.1 of this Condition 8 the Supplier may not dispose or otherwise destroy the Goods without giving reasonable written notice in advance to the Customer.

## **9. Passing of property**

9.1 Risk of damage to or loss of the Goods shall pass to the Customer on delivery to the Customer in accordance with the Agreement.

9.2 The property in the Goods shall pass to the Customer at the latest on the date of notification by the Supplier that the Goods are due and ready for delivery but without prejudice to:

- (a) the passing of property at an earlier time under any statute or rule of law;
- (b) any right of rejection which may accrue to the Customer whether under these Conditions or otherwise.

## **10. Rejection**

10.1 Without prejudice to any other of its rights the Customer may by notice in writing to the Supplier reject any or all of the Goods and/or Services if the Supplier fails to comply with any of his obligations under the Agreement.

10.2 The Customer shall not be deemed to have accepted any Goods until the Customer has had a reasonable time to inspect them following delivery, or if later, within a reasonable time after any latent defect has become apparent.

10.3 If the Customer shall not be deemed to have accepted the Goods, the Customer will not attempt to alter or repair the Goods in any way.

10.4 The Customer shall when giving notice of rejection specify the reason therefore and the Supplier shall remove such Goods at its risk and expense. In such case the Supplier shall:

- (a) at the Customer's option:
  - (i) replace such rejected Goods with Goods which are in all respects in accordance with the Agreement; or
  - (ii) credit the Customer with the invoice price thereof;
- (b) reimburse the Customer all freight and handling costs reasonably incurred by the Customer and/or for which it may be liable in respect of such Goods; and
- (c) reimburse the Customer all freight and handling costs reasonably incurred by the Customer in the implementation of a stock recovery, recall or market withdrawal of the Goods or similar goods previously supplied by the Supplier in any part of the world.

## **11. Price and Payment**

11.1 The price of the Goods and/or Services shall be the price stated in the Order and shall be inclusive of all charges for reasonable packaging and packing, insurance and delivery of the Goods to the Customer and any import taxes or duties or other duties, taxes, imports or levies incurred by the Supplier.

11.2 Any prices quoted shall be held firm by the Supplier for a period of six months from the date of acceptance of any Order to which they relate by the Supplier and shall not be subject to any change without the prior written consent of the Customer.

11.3 Only one invoice shall be sent in respect of each consignment quoting the Order reference, the advice note number and date of despatch. All invoices must be sent within three days of despatch of the Goods and/or performance of the Services to the

address notified to the Supplier. Unless otherwise agreed payment shall be due 60 days after the end of the month in which delivery is made or receipt of a correct invoice whichever is the later.

11.4 Payment will only be made if the Supplier has provided the Customer with a correctly completed invoice, a Statement (which shall be rendered within seven days after the end of the month) and all ancillary documents the Customer may reasonably require.

11.5 No interest charges, penalties or loss of discount on overdue accounts will be accepted unless previously agreed in writing by the Customer.

## **12. Set Off**

12.1 The Customer shall be entitled to set off against the sum shown to be due all agreed claims for breach of the terms of this Order due from the Supplier and any other sums due from the Supplier to the Customer in respect of any other contract or transaction between the Supplier and the Customer whether or not in conjunction with other persons.

12.2 Any payment made by the Customer to the Supplier shall be appropriated to such of the Goods and/or Services as the Customer shall specify.

12.3 The Supplier shall not be entitled to set off any sums payable by the Customer to the Supplier on any account whatsoever against any sum payable by the Supplier to the Customer.

## **13. Substitutions**

No substitutes for the materials, parts or Services specified by the Customer shall be used without the Customer's written consent.

## **14. Packing etc**

Returnable packing cases will be accepted entirely at the Supplier's risk and no responsibility whatsoever will be accepted for any which are lost or damaged by any act or omission of the Customer or its employees or agents.

## **15. Employees**

The Supplier undertakes during the term of this Agreement and for a period of six months following completion of the Agreement not to employ, solicit or entice or endeavour to solicit or entice away from the Customer any employee employed by the Customer and whom the Supplier may come into contact with during the term of the Agreement whether, in a managerial, supervisory, technical, sales or administrative capacity or who is a consultant to the Customer, without the prior agreement of the Customer, as such action is an inducement of the breach of the employee's contract of service.

## **16. Status and Authority**

16.1 The Supplier acknowledges that he is engaged as an independent contractor to the Customer and nothing in these Conditions shall render him an employee, agent or partner of the Customer and the Supplier shall not hold himself out as such.

16.2 The Supplier may represent himself as a consultant to the Customer when providing the Services but the Customer shall not be vicariously liable for any acts or omissions of the Supplier. These Conditions do not allow the Supplier to pledge the credit of the Customer or sign any document, enter into any contract or agreement or make any promise on behalf of the Customer.

16.3 Where the Supplier has the status of a self-employed person, he shall be exclusively responsible for the payment of National Insurance contributions and the discharge of any income tax liability and Value Added Tax payable in respect of any costs under the Agreement and shall pay any such contributions and taxes to the appropriate authorities.

## **17. Assignment and sub-contracting**

The Supplier shall not without the Customer's prior written consent assign or transfer the Agreement or any of its rights or obligations hereunder to any other person, firm, company or third party.

## **18. Statutory requirements**

The Supplier warrants that the design, construction and quality of all Goods and/or the quality of the Services to be supplied under the Agreement will comply in all respects with all relevant requirements of any Statute, Statutory Rule, Order or other instrument having the force of law which may be in force in the United Kingdom at the time when the same are supplied.

## **19. Termination, Insolvency and Cancellation**

19.1 The Customer shall be entitled to terminate the Agreement without liability to the Supplier forthwith upon written notice to the Supplier if:

- (a) the Supplier becomes bankrupt insolvent compounds with its creditors or shall have distress or execution levied upon its property or is wound up or goes into liquidation (except for the purposes of a bona fide reconstruction) or shall have a receiver administrative receiver or administrator appointed of the whole or any part of its assets or shall suffer the appointment of any similar person under the laws of its domicile; or
- (b) the Supplier ceases or threatens to cease to carry on business; or
- (c) the Supplier is in material breach of its obligations under the Agreement and fails to remedy the breach (when capable of remedy) within 14 days or such other reasonable time of a notice from the Customer specifying the breach.

19.2 In the case of clause 19.1(a) of this Condition 19, the Customer shall be at liberty to allow any receiver, administrative receiver, administrator, liquidator or other duly appointed person to deal with the Supplier's estate, the option of carrying out the Agreement.

19.3 The Customer may cancel any Order or part thereof by giving notice to the Supplier at any time prior to delivery. In the event that the Customer exercises the rights of cancellation in accordance with this Condition its sole liability to the Supplier shall be to pay for the cost to the Supplier of the work reasonably carried out by the Supplier on or in relation to the Goods and/or Services at the date of cancellation and liability reasonably incurred by the Supplier to a third party at the date of cancellation in relation to the manufacture and supply of the Goods and/or the Services.

19.4 The exercise of any rights granted to the Customer under clause 19.1 of this Condition 19 shall not prejudice or affect any right of action or remedy which may have already accrued or may accrue thereafter to the Customer.

## **20. Guarantee**

20.1 This Condition 20 shall apply where the Customer supplies Goods to its customers under the Customer's sales guarantee policy.

20.2 Without prejudice to any other remedy which the Customer may have for breach of contract, if within a period of five years from the date of delivery to the Customer's customers or such longer period as the Customer may from time to time notify to the Supplier as being the period of guarantee offered to the Customer's customers in accordance with the Customer's sales guarantee policy for the time being in force, the Customer gives notice in writing to the Supplier of any defect in the Goods which shall arise under proper use from faulty design materials or workmanship then the Supplier shall with all possible speed replace or repair the Goods so as to remedy the effects without cost to the Customer.

20.3 The Customer shall at its sole option, at any time after discovering or being notified of any such defect or failure, return the defective Goods or part thereof to the Supplier at the Supplier's risk and expense for replacement or repair, or request the Supplier to attend the Customer's premises or the place of installation of the Goods for the purpose of removing, repairing and/or replacing and refitting the defective Goods or parts thereof without cost to the Customer.

## 21. Warranty

Without prejudice to any other remedies of the Customer, the Supplier shall as soon as reasonably practicable upon a request by the Customer so to do:

- (a) replace or (at the Customer's option) repair all Goods which are or become defective during the period of 12 months from the date of delivery where such defect occurs under proper usage and is due to faulty design, or inadequate or faulty materials or workmanship, the Supplier's erroneous instructions as to use, erroneous data or any breach by the Supplier of any provision of the Agreement. Repairs and replacements shall themselves be subject to the foregoing obligations for a period of 12 months from the date of delivery, reinstallation or passing of tests (if any) whichever is appropriate after repair or replacement; and/or
- (b) re-perform any Services found to have been performed defectively within 12 months of the date of their performance.

## 22. Indemnity

The Supplier shall indemnify and keep indemnified the Customer against, without limitation, all actions, suits, claims, demands, costs, charges, damages, losses and expenses suffered or incurred by the Customer and/or for which it may be liable to any third party due to, arising from or in connection with:

- (a) the negligent or wilful acts or omissions of the Supplier, his servants, agents or contractors in supplying, delivering and installing the Goods or performing the Services;
- (b) the breach of any provision of the Agreement by the Supplier;
- (c) any defect in the workmanship, materials or design of the Goods or their packaging;
- (d) any infringement or alleged infringement of any patent, copyright, registered design, design right, trade mark, trade name or other intellectual property right for or relating to the Goods and/or Services unless such infringement has occurred directly as a result of any specification supplied by the Customer;
- (e) any liability under the Consumer Protection Act 1987 in respect of the Goods;
- (f) any claim against the Customer arising out of an incorrect description of the Goods by the Supplier and
- (g) any income tax, National Insurance contributions, interest and/or penalties thereon arising in respect of the Supplier for which the Customer may be called upon to account to the Inland Revenue and the disallowance of any value added tax charged in respect of the Services as allowable input tax for the Customer.

## 23. Force majeure

The Customer shall not be liable to the Supplier or deemed to be in breach of Agreement by reason of any delay in performance or any failure to perform any of its obligations in relation to the Goods and/or Services, if the delay or failure was beyond its reasonable control including (but not limited to) strikes, lock-outs, accidents, war, fire, reduction in or unavailability of power or breakdown of plant or machinery. If the cause of such suspension shall continue for more than six months either party shall have the right to terminate the Agreement upon giving not less than seven days' prior written notice to the other and the only liability of the Customer shall be to pay the Supplier for Goods received by the Customer and/or Services performed prior to the date of such suspension.

## 24. Anti-Slavery

24.1 In performing its obligations under the Agreement, the Supplier shall:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including (but not limited to) the Modern Slavery Act 2015 (**Anti-Slavery Laws**); and
- (b) have and maintain throughout the Agreement its own policies and procedures to ensure its compliance (copies of which are to be provided to the Customer); and
- (c) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- (d) require that each of its direct subcontractors and suppliers shall comply with Anti-Slavery Laws.

24.2 The Supplier represents and warrants that

- (a) neither the Supplier nor any of its officers, employees or other persons associated with it:
  - (i) have been convicted of any offence involving slavery and human trafficking; and
  - (ii) to the best of its knowledge, have been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

24.3 The Supplier shall implement due diligence procedures for its direct subcontractors, and suppliers, to ensure that there is no slavery or human trafficking in its supply chains.

24.4 The Supplier shall notify the Customer as soon as it becomes aware of:

- (a) any breach, or potential breach, of any Anti-Slavery Law; or
- (b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Agreement or the provision of goods or services to the Supplier.

24.5 The Supplier shall:

- (a) maintain a complete set of records to trace the supply chain of all Goods and/or Services provided to the Customer in connection with the Agreement and provide copies to the Customer immediately on request; and
- (b) implement annual audits of its compliance and its direct subcontractors' and suppliers' compliance with Anti-Slavery Laws.

24.6 The Supplier shall implement a system of training for its employees, to ensure compliance with Anti-slavery Laws.

24.7 The Supplier shall indemnify the Customer against any losses, liabilities, damages, costs including (but not limited to) legal fees and expenses incurred by, or awarded against, the Customer as a consequence of a breach of Anti-Slavery Laws by the Supplier.

24.8 The Customer may terminate the Agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of any Anti-Slavery Law.

## 25. Anti-bribery and corruption

25.1 The Customer shall:

- (a) comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
  - (b) comply with the Supplier's Ethics, Anti-bribery and Anti-corruption Policies (copies of which are to be provided to the Customer), as the Supplier may update them from time to time (**Relevant Policies**);
  - (c) promptly report to the Supplier any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of this agreement;
  - (d) not do, or omit to do, any act that will cause or lead the Supplier to be in breach of any of the Relevant Requirements.
- 25.2 The Supplier shall ensure that such records and books of accounts are sufficient to enable the Customer to verify the Supplier's compliance with its obligations under this Condition 25. Access to such records (when copies of them shall be permitted to be made) shall be provided to the Supplier or its third party representative on reasonable notice to the Customer from the Supplier.
- 25.3 The Customer represents that:
- (a) neither the Customer nor any of its officers, or employees:
    - (i) have been convicted of any offence involving bribery or corruption; or
    - (ii) to the best of its knowledge, have been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements.
- 25.4 The Customer shall promptly notify the Supplier if, at any time during the term of the Agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 25.3 at the relevant time.
- 25.5 Breach of this Condition 25 shall be deemed a material breach of the Agreement which will permit the Supplier to terminate immediately by service notice in writing of its intention to do so.
- 25.6 If the Supplier terminates this agreement for breach of this Condition 25, the Customer shall not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third parties entered into before termination.
- 25.7 Regardless of any other provision in this agreement, the Customer shall not be obliged to do, or omit to do, any act which would, in its reasonable opinion, put it in breach of any of the Relevant Requirements.

## 26. Data protection and data processing

- 26.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Condition 26 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this Condition 26, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means any Data Protection Legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.
- 26.2 The Supplier will process Personal Data in accordance with its Data Protection Policy (a copy of which is to be provided to the Customer) and otherwise in accordance with the terms of this Condition 26.
- 26.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Supplier is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 26.4 Without prejudice to the generality of Condition 26, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Agreement:
- (a) process that Personal Data only on the written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that Personal Data. Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
  - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
  - (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
    - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
    - (ii) the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
    - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
    - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
  - (e) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data.

## 27. Intellectual Property Rights

The Supplier warrants that the supply by the Supplier and use by the Customer of the Goods and/or Services specified in the Order does not and will not infringe the intellectual property rights of any third party. This warranty does not include any infringement caused by a special requirement of the Customer. The Supplier undertakes to indemnify the Customer against all claims arising from infringement of such rights save to the extent that the infringement is due to a specific requirement of the Customer.

## 28. Law of the Agreement

The Agreement shall in all respects be governed by and construed in accordance with English law and shall be deemed to have been made in England and the parties agree to submit to the non-exclusive jurisdiction of the courts of England.

**29. Third Party Rights**

No provision of this Agreement is intended to be enforceable pursuant to the Agreements (Rights of Third Parties) Act 1999 by any person that is not a party to it.

**30. Credit Insurance**

If the Supplier at any time requires credit insurance coverage in respect of the Customer, it will:

- (a) inform the Customer and discuss the appropriate credit limit;
- (b) not seek a credit limit which is excessive or unreasonable given the volume of business to be transacted; and
- (c) keep the credit limit and all discussions about it confidential.