

LAWSONS TERMS AND CONDITIONS (these "Terms and Conditions")

These Terms and Conditions apply to business customers and not consumers.

The Customer's attention is particularly drawn to the provisions of clause 6 (limitation of liability)

1 DEFINITIONS AND INTERPRETATION

In this Contract:

1.1 the following terms shall have the following meanings unless the context otherwise requires:

"this "Contract"	these Terms and Conditions and the terms of the relevant Order that is accepted by Supplier;
"Customer"	the customer of Supplier;
"Data Protection Legislation"	(i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998;
"Liability"	has the meaning given to it in Clause 6.6.2;
"Order"	the request by Customer to Supplier for the provision of particular products;
"Party"	Customer or Supplier;
"Payment"	has the meaning given to it in Clause 4.1;
"Price"	the price payable by Customer to Supplier for the supply by Supplier of the Products, as stipulated in Supplier's written published price list or as otherwise agreed by Supplier in writing;
"Products"	any of Supplier's products provided or to be provided by Supplier to Customer pursuant to this Contract;
"Supplier"	Lawsons (Whetstone) Limited, a company registered in England under number 02790259 whose registered office is at Tyttenhanger Farm, Coursers Road, Colney Heath, Hertfordshire, AL4 0PG;
"Working Day"	any day other than (i) a Saturday, (ii) a Sunday or (iii) a day when the clearing banks are not physically open for business in the city of London;

1.2 references to "Clauses" are to clauses of these Terms and Conditions;

1.3 headings are inserted for convenience only and shall not affect the interpretation or construction of this Contract;

1.4 words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include the other gender and the neutral and references to persons shall include an individual, company, corporation, firm or partnership;

1.5 references to "includes" or "including" or like words or expressions shall mean without limitation

1.6 references to any statute or statutory provision shall include any subordinate legislation made under it, any provision which it has modified or re-enacted (whether with or without modification) and any provision which subsequently supersedes it or re-enacts it (whether with or without modification); and

1.7 references to "written" or in "writing" (except in respect of sending a notice in accordance with Clause 11) includes in electronic form.

2 CONTRACT

2.1 The terms of this Contract apply to the exclusion of any terms and conditions submitted, proposed or stipulated by Customer. These Terms and Conditions apply to Supplier's supply of all Products. The giving by Customer of any delivery instruction or the acceptance by Customer of delivery of the Products shall constitute unqualified acceptance by Customer of these Terms and Conditions.

2.2 Save as expressly provided herein, this Contract (together with any documents referred to in it) shall operate to the entire exclusion of any other agreement, understanding or arrangement of any kind between the Parties hereto preceding the date of this Contract and in any way relating to the subject matter of this Contract and to the exclusion of any representations not expressly stated herein save for any fraudulent misrepresentations or any misrepresentation as to a fundamental matter. Each Party acknowledges that it has not entered into this Contract based on any representation that is not expressly incorporated into this Contract.

2.3 This Contract (together with any documents referred to in it) constitutes the whole agreement and understanding of the Parties as to the subject matter hereof and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to herein.

2.4 Measurements in Supplier's brochures or materials are approximate so as to give a rough idea of size and dimensions. The manufacturer may make reasonable changes to the Products. Any samples, drawings, descriptive matter or advertising produced by Supplier and any descriptions or illustrations contained in Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Products referred to in them. They shall not form part of the Contract nor have any contractual force.

2.5 Supplier shall make chain of custody certificated materials available upon request, provided that Customer clearly and unambiguously requests them at the time of placing the Order. It is the Customer's responsibility to retain any relevant documentation detailing the volumes of chain of custody certificated materials supplied by Supplier. It is the Customer's responsibility to inform the Supplier of any discrepancies between chain of custody ordered materials and those received / detailed on the Supplier's paperwork, and request the relevant amendment within 3 days of placing the order. Following Customer's written request, Supplier shall make available a copy of its chain of custody certificates.

2.6 Supplier's agents shall not have authority to amend, vary, exclude or add to these Terms and Conditions unless authorised in writing by a director of Supplier.

2.7 The Order constitutes an offer by Customer to purchase the Products in accordance with these Terms and Conditions. Unless Supplier indicates a contrary method of acceptance, this Contract shall be legally formed and the Parties shall be legally bound when Supplier unequivocally communicates its agreement to Customer's Order at which point and on which date the Contract shall come into existence. Any quotation by Supplier shall be an invitation to treat and not capable of acceptance by the Customer's Order.

2.8 It is Customer's responsibility to ensure that all information supplied by it is complete and accurate. Customer shall ensure that the Order and the particular Products meet its particular requirements.

2.9 Once a Contract is legally binding, any cancellation of it is subject to the other Party in its absolute discretion giving its written agreement.

2.10 Each Order constitutes a separate contract. There may be more than one contract between the Parties in force at the same time as this Contract.

3 DELIVERY & RISK

3.1 In consideration for the payment of the Price and any other sums due by Customer under this Contract, Supplier shall supply to Customer the Products referred to in the Order.

3.2 Supplier expects to deliver most Orders within approximately two Working Days from the date of receipt of the Order, but time shall not be of the essence. Supplier shall use its reasonable endeavours to meet any timeframes expressly agreed by Supplier and Customer's reasonable delivery instructions. Any timeframe for delivery in a previous contract shall not be an indication of the timeframe for delivery in this Contract

3.3 Supplier reserves the right to delay delivery or cancel an Order if the amount owing by Customer to Supplier exceeds any credit limit for credit extended by Supplier to Customer from time to time or if any payment due from Customer to Supplier has not yet been made.

3.4 Packaging shall be in accordance with Supplier's customary practices. Supplier may charge for its time and materials at its normal rates for packaging. Supplier may also charge for crates and cases, such payment being refundable upon Supplier's receipt of them back in good condition to its satisfaction provided that such crates and cases are returned within six months of delivery. In addition, Supplier may also charge for pallets, such payment being refundable upon Supplier's receipt of them back in

good condition to its satisfaction within seven days of delivery of the Products. Polythene sacks are non-returnable. If Customer would like a special request for packaging, this is subject to Supplier's agreement and Customer shall pay any extra cost charged by Supplier.

3.5 Customer shall be solely responsible for disposal of any waste arising from the Products and shall comply with all applicable laws, regulations, byelaws, codes of practices and licences arising from such disposal. Customer shall indemnify and keep indemnified Supplier against all losses, liabilities, costs, expenses, demands, judgments, claims and fines made in respect of breach by Customer of this Clause 3.5.

3.6 Partial delivery or performance shall be permitted. Supplier may deliver the Products in instalments. Supplier may invoice Customer for each instalment.

3.7 Delay, default or non-delivery of any instalment by Supplier shall not entitle Customer to cancel or terminate, and shall not affect, the remainder of this Contract.

3.8 Unless otherwise agreed in writing between the Parties, this Contract is for delivery of the Products ex works (Incoterms 2010) at Supplier's normal location for despatch of the Products in the UK. If there is any conflict between the provisions of Incoterms 2010 and this Contract, this Contract shall prevail.

3.9 Notwithstanding the place of delivery (including the risk and responsibility allocation in accordance with the ex works provisions of Incoterms 2010), Supplier reserves the right to arrange and pay for the carriage to Customer's premises (as Customer's agent), and invoice Customer for carriage at the same time as invoicing for the Products.

3.10 Supplier shall inform Customer of the estimated time and date on which the Products will be ready for delivery or collection (as applicable).

3.11 Customer shall ensure that it is ready for safe receipt (or, as the case may be, collection) of the Products without undue delay.

3.12 If Supplier delivers to premises stipulated by Customer, Supplier may unload the Products at the side of or outside the premises, or such other place as Supplier reasonably considers suitable. Customer shall ensure that there is suitable road to the point at which Supplier carries the Products.

3.13 Customer may be required to sign a delivery note and other documentation upon receipt of the Products. The signing of any such documentation by Customer shall be evidence that the Products have been delivered and in the quantities stipulated in the documentation. Customer shall inspect the Products and packaging for any obvious damage and make a note of any obvious damage when signing.

3.14 Supplier shall have no liability for any failure to deliver the Products to the extent that such failure is caused by an Event of Force Majeure or Customer's failure to provide Supplier with adequate delivery instructions, any other instructions that are relevant to the supply of the Products, or suitable access to the premises specified by Customer for delivery.

3.15 If ten Business Days after the day on which Supplier notified Customer that the Products were ready for delivery Customer has not taken or accepted delivery of them, Supplier may resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs, charge Customer for any shortfall below the price of the Products.

3.16 All risk in the Products shall pass to Customer upon delivery, provided that where delivery is delayed due to breach by Customer of its obligations under this Contract risk shall pass at the date when delivery would have occurred but for that breach.

3.17 Customer shall keep the Products fully insured on Supplier's behalf with a reputable insurance company to the reasonable satisfaction of Supplier for their full price against all risks of loss or damage from the time when the risk passes to Customer until title passes in accordance with Clause 4. On request, Customer shall produce the policy of insurance to Supplier. If the Products are lost, damaged or destroyed, Customer shall hold the proceeds of insurance for and to the order of Supplier pending Payment.

3.18 If delivery of the Products is delayed or obstructed through Customer's default or breach of this Contract or if Customer unreasonably declines or delays in accepting or taking delivery or receipt of the Products, then (subject to Clause 6) Supplier shall not have any Liability as a result and Supplier may (without prejudice to any other right or remedy available to it) do all or any of the following:

- 3.18.1 charge a reasonable storage or re-delivery fee;
- 3.18.2 sell the Products for Supplier's account; and
- 3.18.3 cancel this Contract as regards any Products that remain to be delivered or performed.

4 TITLE

4.1 Notwithstanding delivery, title to and ownership of the Products shall not pass to Customer until Supplier has received in full (in cleared funds) all sums due to it in respect of:

- 4.1.1 the Products; and
- 4.1.2 all other sums which are or which become due to Supplier from Customer on any account; ("Payment").

4.2 Until Payment, Customer shall:

- 4.2.1 hold the Products on a fiduciary basis as Supplier's bailee;
- 4.2.2 hold the Products in good, saleable condition;
- 4.2.3 keep an up-to-date list of the location of Supplier's property and present this to Supplier upon request;
- 4.2.4 notify Supplier immediately if it becomes subject to any of the events listed in clause 8.2;
- 4.2.5 give Supplier such information relating to the Products as Supplier may require from time to time;
- 4.2.6 not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and
- 4.2.7 store the Products separately from other goods or in any way so that they remain readily identifiable as Supplier's property.

4.3 Customer may resell the Products before Payment solely on the following conditions:

- 4.3.1 any sale shall be effected in the ordinary course of Customer's business at full market value;
- 4.3.2 any such sale shall be a sale of Supplier's property on Customer's own behalf and Customer shall deal as principal (and not as agent) when making such a sale; and
- 4.3.3 Customer shall still be responsible for paying to the full value of the Payment. If Supplier requires, Customer shall authorise and direct such third party buyer to pay to Supplier a like part of the sum due to Customer in respect of the Products sold and assign to Supplier such part of the debt owed to Customer by the third party.

4.4 Supplier may at any time until title passes under this Clause 4 without notice recover possession of the Products which are the property of Supplier. Supplier may also require Customer at Customer's cost, within three days of Supplier's request, to deliver up to Supplier or make available to Supplier for collection from a single accessible collection point as Supplier requires all Products which are the property of Supplier. Customer hereby grants to Supplier for Supplier and its agents, staff, officers, employees and contractors an irrevocable licence to enter for that purpose any premises then occupied by or in the ownership or possession of Customer or Customer's customer. Customer shall indemnify Supplier against all claims, losses, damages, liabilities, costs and expenses so arising in exercising its rights under this Clause 4.4.

4.5 If before title to the Products passes to Customer, Customer becomes subject to any of the events listed in clause 8.2, then, without limiting any other right or remedy Supplier may have, Customer's right to resell the Products or use them in the ordinary course of its business ceases immediately. Supplier may recover payment for the Products notwithstanding that ownership of any Products have not passed from Supplier.

4.6 On termination of this Contract, howsoever arising, Supplier's rights contained in this Clause 4 shall remain in effect.

5 WARRANTY

5.1 Subject to the rest of this Clause 5, Supplier warrants that, as at delivery, the Products delivered shall:

- 5.1.1 be approximately the amount stated in the Order save where the Products are delivered in instalments in which case clause 5.2 shall apply (although Customer shall pay for the exact quantity actually delivered); and
- 5.1.2 be free from any material manufacturing defect so as to conform with any industry standard expectation for Supplier's description of the Products covered by the Order. This Contract shall not require delivery of any specific grade of Product or any particular fine or special tolerances, unless expressly agreed in writing by an authorised representative of Supplier.

5.2 If Supplier delivers a lesser amount than was in the Order, Supplier shall have the option, as Customer's sole rights and remedies, of promptly delivering to Customer the relevant quantity of Products to make up the shortfall. Supplier does not accept responsibility for any shortages within the delivery unless Customer informs Supplier in writing with full details of the shortages within two Working Days of the date on which the other Products had been delivered to Customer.

5.3 Subject to Clause 5.4, Supplier shall at its option replace or repair or provide a refund or credit note for the delivered Products which are not in conformance with the warranty set out in Clause 5.1 (and the replacement may either be an exact match or something else providing compliance with that warranty).

- 5.4 Supplier shall only be liable for defective or damaged Products if:
- 5.4.1 Customer notifies Supplier that all or some of the Products do not conform with the warranty in clause 5.1 promptly upon discovery of the defect or damage, which shall in any event be within two Working Days of delivery unless the defect or damage could not reasonably have been ascertained on an inspection on delivery (in which case it shall be within five Working Days of the date of discovery or the date on which Customer should reasonably have discovered it); in each case specifying with reasonable detail the way in which it is alleged that the Products do not conform to this Contract and the circumstances in which it arose;
- 5.4.2 Customer having provided Supplier with Supplier's delivery note number, and such other information and documentation as Supplier reasonably requires at the same time as the notice in Clause 5.4.1;
- 5.4.3 Customer showing to Supplier's reasonable satisfaction that the defect or damage is solely attributable to Supplier's or its supplier's defective design, materials or workmanship in the Products and not: (a) wear or tear from normal use; (b) any act or omission by anyone after delivery; (c) the Products having been misused or subjected to neglect, improper or inadequate care or carelessness (including being dropped), or abnormal usage conditions; (d) the Products having been involved in any accident or attempt at repair, alteration, change or modification other than by Supplier; or (e) the Products having been used other than in accordance with good practice and Supplier's instructions or recommendations;
- 5.4.4 Customer (if asked to do so by Supplier) returns such Products to Supplier's place of business at the Customer's cost;
- 5.4.5 Customer allowing Supplier's representatives the opportunity to inspect, repair and replace the Products; and
- 5.4.6 Customer having paid for the Products in full.
- 5.5 Supplier shall not be liable for the Product's failure to comply with the warranty set out in clause 5.1 in any of the following events:
- 5.5.1 Customer makes any further use of such Products after giving notice in accordance with clause 5.4.1;
- 5.5.2 the defect arises because Customer failed to follow Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Products or (if there are none) good trade practice regarding the same;
- 5.5.3 the defect arises as a result of Supplier following any drawing, design or specification supplied by Customer;
- 5.5.4 Customer alters or repairs such Products without the written consent of Supplier;
- 5.5.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- 5.5.6 the Products differ from their description or any specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.6 The warranty in this Clause 5 is limited to Customer. Except to the extent expressly agreed by Supplier in writing, no warranty is made to any other person, whether subsequent buyer or user or customer, or to any bailee, licensee, assignee, employee, agent or otherwise.
- 5.7 If Supplier delivers wrong, damaged or faulty Products or delays in delivering Products or fails to deliver Products, Customer shall use its best endeavours to mitigate against the effects of that.
- 5.8 In the event that Customer places an order for Products which are bespoke or made to Customer's specification, such Products shall be non-returnable. Once Customer has placed an order for bespoke Products it will not be able to cancel the order and, subject to clause 5.1, 5.3 and 5.4, Customer will not be entitled to any refund in respect of such Products.
- 5.9 Except where expressly provided for within this Contract, Supplier excludes all conditions, warranties, terms and obligations, whether express or implied by statute, common law or otherwise, to the fullest extent permitted by law in respect of the Products.
- 5.10 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Products' failure to comply with the warranty set out in Clause 5.1.
- 5.11 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.12 These Terms and Conditions shall apply to any repaired or replacement Products supplied by Supplier.
- LIABILITY**
- 6.1 This Clause 6 prevails over all other Clauses and sets forth the entire Liability of Supplier, and the sole and exclusive remedies of Customer, in respect of:
- 6.1.1 performance, non-performance, purported performance, delay in performance or mis-performance of this Contract or of any goods or services in connection with this Contract; or
- 6.1.2 otherwise in relation to this Contract or entering into this Contract.
- 6.2 Supplier does not exclude or limit its Liability for:
- 6.2.1 its fraud or fraudulent misrepresentation; or
- 6.2.2 death or personal injury caused by negligence or the negligence of its employees, agents or subcontractors (as applicable); or
- 6.2.3 any breach of the non-excludable obligations implied by law as to having title to supply goods; or
- 6.2.4 supply of a defective Product in accordance with Part I of the Consumer Protection Act 1987; or
- 6.2.5 any other Liability which cannot be excluded or limited by applicable law.
- 6.3 Subject to Clause 6.2, Supplier shall not have any Liability whether in contract, tort (including negligence), breach of statutory duty, or otherwise, in respect of any:
- 6.3.1 indirect or consequential losses, damages, costs or expenses;
- 6.3.2 loss of actual or anticipated profits;
- 6.3.3 loss of contracts;
- 6.3.4 loss of use of money;
- 6.3.5 loss of anticipated savings;
- 6.3.6 loss of revenue;
- 6.3.7 loss of goodwill;
- 6.3.8 loss of reputation;
- 6.3.9 ex gratia payments;
- 6.3.10 loss of business;
- 6.3.11 loss of operation time;
- 6.3.12 loss of opportunity; or
- 6.3.13 loss of, damage to or corruption of, data;
- whether or not such losses were reasonably foreseeable or Supplier or its agents or contractors had been advised of the possibility of such losses being incurred. For the avoidance of doubt, Clauses 6.3.2 to 6.3.13 apply whether such losses are direct, indirect, consequential or otherwise.
- 6.4 Subject to Clause 6.2, the total aggregate Liability of Supplier shall be limited to the greater of: (a) £1,000; or (b) 110% of the total sums paid and total other sums payable under this Contract.
- 6.5 Customer shall take all reasonable steps to make contingency arrangements and insure, against any losses, liabilities, costs or expenses arising out of delay, damage to or non-delivery of Products.
- 6.6 In this Clause 6:
- 6.6.1 "Breach of Duty" means the breach of any (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty); and
- 6.6.2 "Liability" means liability in or for breach of contract, Breach of Duty, misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with this Contract, including liability expressly provided for under this Contract or arising by reason of the invalidity or unenforceability of any term of this Contract (and for the purposes of this definition, all references to this "Contract" shall be deemed to include any collateral contract).
- 7 PRICE**
- 7.1 Customer shall pay to Supplier the Price and other sums due under this Contract and by the times required.
- 7.2 Unless otherwise expressly agreed by Supplier in writing:
- 7.2.1 Supplier may issue an invoice to Customer for the Price (or the relevant part) and other sums due in connection with the Price prior to delivery of the Products; and
- 7.2.2 Customer shall pay Supplier in full prior to delivery of the Products.
- 7.3 In the event that Supplier issues an invoice to Customer for the Price (or the relevant part) and other sums due in connection with the Price after delivery of the Products and the Customer is not a credit customer to whom the Supplier has agreed to extend credit, Customer shall pay the invoice in full and in cleared funds immediately.
- 7.4 Payment of all invoices shall be made to the bank account nominated in writing by Supplier. Time for payment is of the essence.
- 7.5 Where Supplier requires payment in advance of delivery of the Products, delivery of the Products is conditional on Supplier first receiving the advanced payment in cleared funds in full.
- 7.6 Where Supplier agrees in writing to extend credit to Customer, then unless otherwise agreed in writing between the Parties and subject to any credit limit that Supplier has (and updates without notice) for Customer from time to time, Customer shall pay Supplier by the end of the calendar month following the month in which the invoice is dated.
- 7.7 The Price and any other sums due under this Contract are exclusive of any value added tax or other sales, import and export duties or taxes (if applicable) which shall be payable in addition at the same time as payment of the Price and other sums due.
- 7.8 Supplier may, by giving notice to Customer at any time before delivery, increase the price of the Products to reflect any increase in the cost of the Products that is due to:
- 7.8.1 any factor beyond Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 7.8.2 any request by Customer to change the delivery date(s), quantities or types of Products ordered; or
- 7.8.3 any delay caused by any instructions of Customer or failure of Customer to give Supplier adequate or accurate information or instructions.
- 7.9 Customer shall pay Supplier by any payment method reasonably stipulated by Supplier.
- 7.10 Unless otherwise stipulated in this Contract or agreed in writing between the Parties, payment shall be in the currency in force in England from time to time.
- 7.11 Payment shall be deemed made when Supplier has received cleared funds in full.
- 7.12 Payment of all sums due to Supplier under this Contract shall be made by Customer in full without any set-off, deduction or withholding whatsoever.
- 7.13 If Customer is late in paying any part of any monies due to Supplier under this Contract or any other contract between the Parties, Supplier may (without prejudice to any other right or remedy available to it whether under this Contract or by any statute, regulation or bye-law) do any or all of the following:
- 7.13.1 charge interest on the amount due but unpaid at the annual rate of interest set under Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 from time to time from the due date until payment (after as well as before judgment), such interest to run from day to day and to be compounded monthly; and
- 7.13.2 require Customer immediately to pay in full for any monies not yet due to Supplier;
- 7.13.3 sell or otherwise dispose of any Products which are the subject of any Order, whether or not appropriated thereto, and apply the proceeds of sale to the overdue payment; and
- 7.13.4 suspend the performance of this Contract and any other contract between the Parties until Supplier has been paid in full.
- 8 TERM & TERMINATION**
- 8.1 This Contract shall commence when it becomes legally binding in accordance with Clause 2.7 and, unless terminated earlier by either Party exercising any right of termination as set out in this Contract, shall continue in force until the later of:
- 8.1.1 Customer having paid in full for all sums due under this Contract; and
- 8.1.2 Supplier having delivered all the Products to Customer.
- 8.2 Either Party may terminate this Contract immediately by notice in writing to the other Party if:
- 8.2.1 the other Party is in material breach of any of its obligations under this Contract or any other contract between the Parties which is incapable of remedy; or
- 8.2.2 the other Party fails to remedy, where capable of remedy, any material breach of any of its obligations under this Contract or any other contract between the Parties after having been required in writing to remedy such breach within a period of no less than 30 days; or
- 8.2.3 the other gives notice to any of its creditors that it has suspended or is about to suspend payment or if it shall be unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986), or an order is made or a resolution is passed for the winding-up of the other Party or an administration order is made or an administrator is appointed to manage the affairs, business and property of the other Party or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the other Party's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or administrator which entitle the court to make a winding-up or bankruptcy order or the other Party takes or suffers any similar or analogous action in consequence of debt.
- 8.3 In any event, Supplier may terminate this Contract if Customer is at least five Working Days' late in paying any sum due under this Contract or any other contract between the Parties.
- 8.4 Termination of this Contract shall be without prejudice to any accrued rights or remedies of either Party.
- 8.5 Termination of this Contract will not affect the coming into force or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.
- 8.6 Upon termination of this Contract for any reason and without limiting its other rights and remedies:
- 8.6.1 Supplier shall cease to perform this Contract; and
- 8.6.2 all outstanding sums shall become immediately payable, whether invoiced or not.
- 8.7 Without limiting its other rights or remedies, Supplier may suspend provision of the Products under the Contract or any other contract between Customer and Supplier if Customer becomes subject to any of the events listed in clause 8.2, or Supplier reasonably believes that Customer is about to become subject to any of them, or if Customer fails to pay any amount due under this Contract on the due date for payment.
- 9 DRAWDOWN ACCOUNT**
- 9.1 If Supplier has agreed to provide Customer with a debit drawdown account then Customer may deposit funds with Supplier to the bank account specified by Supplier to Customer from time to time and Customer shall thereafter be entitled to purchase Products from Supplier by drawing down on any sums standing to the credit of its drawdown account.
- 9.2 On receipt of any such deposit made by Customer into its drawdown account with Supplier, Supplier shall be irrevocably authorized by Customer to apply any funds standing to the credit of Customer's drawdown account towards the payment of any Products ordered by Customer pursuant to this Contract following the deposit of funds in the drawdown account.
- 9.3 In the event that Customer has insufficient funds in its drawdown account to satisfy any Order for Products in full, Supplier shall be entitled to refuse any such Order unless and until Customer has deposited sufficient funds into the drawdown account to satisfy the Order. In the event that Customer has insufficient funds in its drawdown account to satisfy an Order for Products in full and Supplier delivers the Products to Customer anyway, Customer shall pay the outstanding and unpaid amount in full and cleared funds immediately.
- 9.4 For the avoidance of doubt, the provisions of Clause 5 shall apply to any Product purchased through a drawdown account.
- 9.5 Any Customer with a drawdown account may at any time request that all sums standing to the credit of its drawdown account are returned to Customer and Supplier shall be obliged to do so as soon as reasonably practical provided always that Supplier shall be entitled to set off against its obligation to return any such sums against any or all amounts due and payable to Supplier by Customer howsoever arising.
- 10 FORCE MAJEURE**
- 10.1 Save for obligations in respect of payment of the Price, neither Party shall have any Liability for any breach, hindrance or delay in performance of its obligations under this Agreement which is caused by any circumstances beyond its reasonable control including any act of God, actions or omissions of third parties (including suppliers, couriers, hackers, governments, quasi-governmental, supra-national or local authorities), restrictions on imports or exports, insurrection, riot, civil war, civil commotion, war, hostilities, threat of war, warlike operations, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions, national emergencies, terrorism, nuclear, chemical or biological contamination or sonic boom, piracy, arrests, restraints or detentions of any competent authority, blockade, strikes or combinations or lock-out of workmen, epidemic, fire, explosion, storm, flood, drought, adverse weather conditions, loss at sea, earthquake, natural disaster, accident, collapse of building structures, failure of plant machinery or machinery or third party computers or third party hardware or vehicles, failure or problems with public utility supplies (including general: electrical, telecoms, water, gas, postal, courier, communications or Internet disruption or failure), shortage of or delay in or inability to obtain supplies, stocks, storage, materials, equipment or transportation ("Event of Force Majeure"), regardless of whether the circumstances in question could have been foreseen.

- 10.2 Each Party agrees to inform the other upon becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.
- 10.3 The performance of each Party's obligations shall be suspended during the period that the circumstances persist and such Party shall be granted an extension of time for performance equal to the period of the delay.
- 10.4 Should any performance of obligations be delayed under this Clause 9, each Party shall nevertheless accept performance as and when the other shall be able to perform.
- 10.5 If the Event of Force Majeure continues without a break for more than one month, either Party may terminate this Contract immediately by notice to the other, in which event neither Party shall have any Liability by reason of such termination.
- 10.6 If Supplier has contracted to provide identical or similar products to more than one customer and is prevented from fully meeting its obligations to Customer by reason of an Event of Force Majeure, Supplier may decide at its absolute discretion which contracts it will perform and to what extent.

11 DATA PROTECTION

- 11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 11.2 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).
- 11.3 Without prejudice to the generality of clause 11.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this agreement.
- 11.4 Without prejudice to the generality of clause 11.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:
- 11.4.1 process that Personal Data only on the written instructions of the Customer unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data (Applicable Laws). 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;
- 11.4.2 ensure that it has in place appropriate technical and organisational measures 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);
- 11.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 11.4.4 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 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;
- 11.4.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 11.4.6 notify the Customer without undue delay on becoming aware of a Personal Data breach;
- 11.4.7 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; and
- 11.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 11.
- 11.5 The Customer does not consent to the Supplier appointing any third party processor of Personal Data under this agreement.
- 11.6 Either party may, at any time on not less than 30 days' notice, revise this clause 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

12 NOTICES

- 12.1 Any notice required or authorised to be given under this Contract shall be in writing and may be served by personal delivery or by overnight courier or by facsimile addressed to the relevant Party at its address stated in this Contract or at such other address or facsimile number as is notified by the relevant Party to the other for this purpose from time to time or at the address or facsimile number of the relevant Party last known to the other.
- 12.2 Any notice so given by post shall be deemed to have been served two Working Days after the same shall have been posted by overnight courier and any notice so given by facsimile shall be deemed to have been served upon receipt of an answerback signal from the receiving machine, and in proving such service it shall be sufficient to prove that the letter or facsimile was properly addressed or numbered and, as the case may be, despatched or an answerback signal received.

13 GENERAL

- 13.1 Unless a Party expressly states in writing that it is waiving a particular power, right or remedy in a particular stated instance, no failure or delay or omission by either Party in exercising any power, right or remedy under this Contract or at law shall operate as a waiver of such power, right or remedy; and no waiver in any particular instance shall extend to or affect any other or subsequent event or impair any powers, rights or remedies in respect of it or in any way modify or diminish that Party's other powers, rights or remedies under this Contract or at law.
- 13.2 If any Clause or other provision in this Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other Clause or provision or part of any Clause or provision, all of which shall remain in full force and effect.
- 13.3 Supplier 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.
- 13.4 Customer 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 Supplier.
- 13.5 No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 13.6 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.
- 13.7 Nothing in this Contract shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between the Parties.
- 13.8 A person who is not a Party to this Contract has no rights under any law to enforce any term of this Contract.

This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The Parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute

or claim brought by Customer arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims)

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