

Terms and Conditions of Purchase

1. Application

The Buyer hereby orders and the supplier, by accepting the purchase order, agrees that it will supply the Goods specified upon and subject to these conditions which shall govern the Contract to the exclusion of any other terms and conditions. Any reference overleaf to the supplier's quotation, specification, price list or like document shall be solely for the purpose of describing the Goods to be supplied and no terms and conditions endorsed upon, delivered with or referred to in such apply to the Contract.

2. Interpretation

2.1 In these Conditions:-

"Business Day" means any day other than a Saturday, Sunday or bank holiday;

"Usual Business Hours" 6am-5pm Monday to Friday

"the Buyer" means Charles Day (Steels) Ltd a company registered in the United Kingdom under number 01289020 whose registered office is at 6 Downgate Drive, SHEFFIELD, South Yorkshire, S4 8BT;

"these Conditions" means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;

"the Contract" means the contract for the sale and purchase of the Goods constituted by the Seller's acceptance of the Order in accordance with these Conditions;

"the Delivery Address" means the address stated on the Order for delivery of the Goods;

"the Goods" means the goods (including any instalment of the goods or any part of them) described in the Order;

"the Order" means the Buyer's purchase order, these Terms and Conditions of Purchase of which are available on Charles Day (Steels) Ltd's website.

"the Price" means the price of the Goods;

"the Seller" means the person so described in the Order;

- “Specification”** includes any plans, drawings, data or other information relating to the Goods; and
- “Writing”** includes facsimile, transmission, electronic mail and comparable means of communication.

2.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

3. **Basis of Purchase**

3.1 The Order constitutes an offer by the Buyer to purchase the Goods subject to these Conditions.

3.2 The Supplier shall accept the Order placed by the Buyer and a binding contract for the supply of the Goods subject to these conditions, shall exist by whichever is the earlier of: -

3.2.1 the Supplier’s acceptance of the Order, in writing or orally, subject to these conditions; or

3.2.2 Delivery of Goods

3.3 Any typographical clerical or other accidental error or omission in the Order placed by the Buyer or in any drawings specifications, instructions, tools or other material supplied by the Buyer, shall be subject to correction without any liability on the part of the Buyer.

3.4 No variation to the Contract shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

4. **Specification and Inspection**

4.1 The quantity, quality and description of the Goods shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in writing by the Buyer.

4.2 Any Specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract.

4.3 The Goods shall be marked in accordance with the Buyer’s instructions and any

applicable regulations or requirements of the carrier,
and properly packed and secured so as to reach their destination in an undamaged
condition in the ordinary course.

- 4.4 The Seller shall not unreasonably refuse to take any steps necessary to comply with any request by the Buyer to inspect or test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch, and to provide the Buyer with any facilities reasonably required by the Buyer for inspection or testing.
- 4.5 If as a result of inspection or testing the Buyer is not satisfied that the goods will comply in all respects with the Contract, and the Buyer so informs the Seller within 30 business days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.
- 4.6 The seller shall provide without fail full traceability of material in accordance with ISO9001 and BS EN 1090 as standard unless stated otherwise by the buyer, this includes but is not limited to Test Certifications and Certifications of Conformity, on delivery.
- 4.7 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods.
- 4.8 The Buyer's inspector or representative and any inspector or representative of the Buyer's customer or the agent thereof, or of any government department concerned, shall be entitled on the Buyer's authority to inspect or test the goods or services the subject of the order at any time at the supplier's works or at the works of any subcontractor or assignee: for this purpose the Supplier will give to the Buyer or any nominee of the Buyer or otherwise arrange for reasonable facilities of access to the Supplier's works or any such other works.
- 4.9 As standard the Supplier will give adequate notice of works tests which the Buyer is entitled to attend and will provide the Buyer with such test certificates as the buyer or its customer may reasonably require.
- 4.10 Such inspection does not relieve the Supplier of any liability nor does it imply acceptance of goods or services the subject of the order.
- 4.11 The Buyer reserves the right at its option either to reject any goods or materials or services in whole or in part (whether or not the same have been delivered to and accepted by the Buyer) or to cancel the order or any part of the order or to delay acceptance of the whole or any part thereof without any payment or charge for storage or delay in any or the following circumstances:
- (a) Failure by the Supplier to comply strictly with the description, specification and drawings relating to materials or goods to be supplied or services to be carried out/or failure to comply with any British Standard Specification where applicable.
 - (b) If materials or goods or services are below the specified standard or fail to pass any inspection or test in accordance with these conditions.
 - (c) If the Supplier otherwise fails to comply in all any and/or all respects with any of its obligations here under.

5. Price

- 5.1 The Price of the Goods shall be as stated in the Order and, unless otherwise so stated, shall be:-
- 5.1.1 exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoices); and
- 5.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax.
- 5.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in writing.
- 5.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale.

6. Payment

- 6.1 The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods, as the case may be, and each invoice shall quote the number of the Order.
- 6.2 Unless otherwise stated in the Order, the Buyer shall pay the Price of the Goods at its own reasonable discretion on receipt by the Buyer of a proper invoice or, if later, after acceptance of the Goods in question by the Buyer, but time for payment shall not be of the essence of the contract.
- 6.3 The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.
- 6.4 Invoices issued from the Seller to the Buyer later than 3 months after receipt of goods will not be considered and shall be deemed invalid subject to the Buyer's reasonable discretion.

7. Delivery

- 7.1 The Goods shall be delivered to the Delivery Address on the date or within the period stated in the Order, in either case during the Buyer's usual business hours.
- 7.2 Unless otherwise agreed in writing and except as hereinafter stated at any time or period given for the delivery, dispatch, performance or completion shall be of the essence. The Supplier shall forthwith notify the the Buyer of any apprehended delay in delivery, dispatch, completion or performance.
- 7.3 Where it is agreed in writing that the date of delivery of the Goods is to be specified by the Seller after the placing of the Order, the Seller shall give the Buyer reasonable notice in writing of the specified date.

- 7.4 The time of delivery of the Goods is of the essence of the Contract.
- 7.5 A packing note clearly quoting the number of the Order must accompany each delivery or consignment of the goods.
- 7.6 If the goods are to be delivered by instalments, the Contract will be treated as a single contract and not severable.
- 7.7 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery.
- 7.8 The Seller shall supply the Buyer in good time with any instructions or other information to enable the Buyer to accept delivery of the Goods.
- 7.9 The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.
- 7.10 The Seller acknowledges that the Buyer has a legitimate commercial interest in the Goods being delivered on the due date and that the Buyer should have an appropriate remedy if they are not so delivered. Accordingly, if the Goods are not delivered on the due date then, without prejudice to any other remedy, the Buyer shall be entitled to deduct from the Price or (if the Buyer has agreed to pay any part of the price in advance of delivery) to claim from the Seller by way of liquidated damages for delay 50 per cent of the Price for every week's delay, up to a maximum of 100 per cent of the price, without prejudice to claim any other remedy for any further delay in delivery once that maximum amount of liquidated damages has been reached.
- 7.11 The Buyer shall not be deemed to have accepted the Goods until it has had 30 business days to inspect them following delivery or collection as the case may be. The Buyer shall also have the right to reject the Goods as though they had not been accepted for 30 working days after any latent defect in the Goods has become apparent.

8. Quality

- 8.1 Where the Seller is not the manufacturer of the Goods, the Seller shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Seller.
- 8.2 The Seller warrants that (subject to the other provisions of these conditions) upon delivery [, and indefinitely from the date of delivery,] the Goods shall:
- 8.2.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
- 8.2.2 be reasonably fit for purpose; and
- 8.2.3 be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Seller in writing and the Seller has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgment of the Seller.
- 8.3 The Seller shall not be liable for a breach of any of the warranties in condition 8.2 unless:

- 8.3.1 the Buyer gives written notice of the defect to the Seller, and, if the defect is as a result of damage in transit to the carrier, within 30 business days of the time when the Buyer discovers the defect; and
 - 8.3.2 the Seller is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Seller's cost for the examination to take place there.
- 8.4 The Company shall not be liable for a breach of any of the warranties in condition 8.2 if:
- 8.4.1 the Buyer makes any further use of such Goods after giving such notice; or
 - 8.4.2 the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice.
- 8.5 Subject to condition 8.3 and condition 8.4, if any of the Goods do not conform with any of the warranties in condition 8.2 the Seller shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Seller so requests, the Buyer shall, at the Seller's expense, return the Goods or the part of such Goods which is defective to the Seller.

9. Risk and Property

- 9.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract.
- 9.2 The property in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods has been agreed to be made prior to delivery, when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract.
- 9.3 (A) SERVICES
 - (a) Goods supplied by the Buyer to the Supplier for works to be carried out or, servicing or repair shall remain the property of the Buyer but shall be from time of receipt by the supplier until re-delivery as instructed by the by the Buyer at the absolute risk of the Supplier in regard to any loss or damage excepting only inherent vice and fair wear and tear.
 - (b) Further and without prejudice to the aforesaid responsibility of the Supplier the Supplier shall at his own cost insure all goods delivered to him by the Buyer from the time of receiving them until re-delivery as intimated by the Buyer for their replacement value against loss, damage or destruction resulting from any insurable risk (other than inherent vice or wear and tear) which can be reasonably contemplated as affecting the goods. The Supplier shall if requested by the Buyer effect such insurance in the joint names of the Buyer and the Supplier and the Supplier shall on request produce for inspection by the Buyer the policy of insurance and current receipts for premiums.

9.4 (B) GOODS

- (a) The property in the goods ordered shall pass to the buyer on delivery to the place specified in the order or (upon upon the making of any progress payment whichever shall come first) without prejudice to any right or rejection or other right which may accrue or have accrued to the Buyer under these conditions or otherwise.
- (b) If the Supplier postpones delivery at the buyers request the property in the goods shall nevertheless pass to the buyer on the date when but for such postponement the goods would have been delivered.
- (c) Goods shall be at risk of the Supplier until actually delivered, even when the delivery has been delayed or postponed by the Buyer or at the Buyer's request and until then the Supplier shall insure the goods against all risks which can be reasonably contemplated as affecting the goods.
- (d) All goods rejected or returned for any reason shall be at the risk of the Supplier.

10. **Assignment**

- 10.1 The Buyer may assign the Contract or any part of it to any person, firm or company.
- 10.2 The Seller shall not be entitled to assign the Contract or any part of it to a third party or subcontractor without the prior written consent of the Buyer.

11. **Warranty**

- 11.1 The Seller warrants to the Buyer that the Goods:-
 - 11.1.1 will, both at the time of delivery and for a reasonable period of time thereafter, be of the best available design, quality, material and workmanship and conform in all respects with the Order and Specification supplied or advised by the Buyer to the Seller;
 - 11.1.2 will be free from defects in design, material and workmanship;
 - 11.1.3 will correspond with any relevant Specification or sample; and
 - 11.1.4 will comply with all statutory requirements and regulations relating to the sale of the Goods.

12. **Indemnity**

- 12.1 The Supplier will keep the Buyer indemnified against any claim in respect of loss or damage to any moveable or immoveable property or any nature or type whatsoever or the Buyer or any third party and against any claim in respect of the death or personal injury to any person whether in contract or tort or otherwise arising under common law statute or otherwise howsoever as a result of breach of any statutory or common law or of any act or omission on the part of the Supplier or any of its employees, sub-contractors, assignees or agents or as a result of the performance or

non-performance or the orders or otherwise howsoever arising wherever such loss, damage, death or personal injury occurs (including but not limited to the Buyer's premise).

- 12.2 The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:-
- 12.2.1 breach of any warranty given by the Seller in relation to the Goods;
 - 12.2.2 any claim that the Goods infringe, or that their importation, use or resale, infringes, the patent, copyright trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;
 - 12.2.3 any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering or installing the Goods.
 - 12.2.4 all claims by the customers of the Buyer (and their sub-buyers) arising out of any breach whatever by the Seller of this contract for sale.

13. Remedies

- 13.1 Subject to these conditions the goods and/or to be provided shall:
- (a) Confirm as to quantity, quality and description with the order and any specification or standards stated or referred to in the order (including delivery)
 - (b) Be of sound materials and workmanship;
 - (c) Be equal in all respect to any samples, patterns, demonstration or specification provided or given by either party;
 - (d) Capable of any standard or performance specified in the order;
 - (e) If the purpose for which they are required is indicated in the order either expressly or by implication, be fit for that purpose.
- 13.2 Without prejudice to any right or remedy available to the buyer under statute or common law the Supplier will keep the Buyer indemnified in respect of all loss and/or expense which results directly or indirectly from defective goods, workmanship, design or services supplied or provided by the Supplier or resulting directly or indirectly from non-compliance with the express terms of contract any conditions or warranties, inducements, or representations expressed or implied in the contract or any other breach of contract which indemnity shall include but not be limited to consequential or indirect loss and loss of profits and in addition the supplier will repair, replace or reinstate at the Buyer's option any defective item or items free of charge.
- 13.3 The Supplier shall insure against its potential liability under the indemnity given under sub-clause (13.2) hereof in the minimum sum of £500,000 (or such other sum as expressly agreed) and shall produce satisfactory evidence of such insurance and payment of the current premium to the Buyer upon request.
- 13.4 Without prejudice to any other right or remedy which the Buyer may have, if any Goods are not supplied in accordance with, or the Seller fails to comply with, any of

the terms of the Contract the Buyer shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by the Buyer:

- 13.4.1 to rescind the Order;
- 13.4.2 to reject the Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned shall be paid forthwith by the Seller;
- 13.4.3 at the Buyer's option to give the Seller the opportunity at the Seller's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- 13.4.4 to refuse to accept any further deliveries of the Goods but without any liability to the Seller;
- 13.4.5 to carry out at the Seller's expense any work necessary to make the Goods comply with the Contract; and
- 13.4.6 to claim such damages as may have been sustained in consequence of the Seller's breach or breaches of the Contract.

14. Termination

- 14.1 The Buyer shall be entitled to cancel the Contract in respect of all or part only of the Goods by giving notice in writing to the Seller at any time prior to delivery or performance, in which event the Buyer's sole liability shall be to pay to the Seller the Price for the Goods in respect of which the Buyer has exercised its right of cancellation, less the Buyer's reasonable estimate of the Seller's net saving of cost arising from cancellation.
- 14.2 The Buyer shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:-
 - 14.2.1 the Seller makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
 - 14.2.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or
 - 14.2.3 the Seller ceases or threatens to cease, to carry on business; or
 - 14.2.4 the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.
- 14.3 The Buyer shall be at liberty (but not bound) at any time hereafter the above;
 - (a) To cancel the order forthwith by written notice and to collect forthwith all material, goods, tools or articles of any description sent to the Supplier for any

purpose or:

- (b) To give the Supplier or the receiver, liquidator or other person the option of carrying on with the order subject to his providing a guarantee up to an amount to be agreed for the due and faithful execution of the order.

15. Force Majeure

- 15.1 In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout (subject to Sub-clause 15.2) the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.
- 15.2 Sub-clause 15.1 shall not apply with respect to strikes and lockouts where such action has been induced by the party so incapacitated.
- 15.3 Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.
- 15.4 If and when the period of such incapacity exceeds **1** month then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

16. Communications

- 16.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or sent by electronic mail:
 - 16.1.1 (in case of communications to the Seller) to its registered office or such changed address as shall be notified to the Buyer by the Seller; or
 - 16.1.2 (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Seller set out in any document which forms part of the Contract or such other address as shall be notified to the Seller by the Buyer.
- 16.2 Communications shall be deemed to have been received:
 - 16.2.1 if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting); or
 - 16.2.2 if delivered by hand, on the day of delivery; or
 - 16.2.3 if sent by fax or electronic mail on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.
- 16.3 Communications addressed to the Buyer shall be marked for the attention of accounts@daysteel.co.uk.
- 16.4 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or

principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

17. Waiver

No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

18. Severance

If any provisions of these Conditions are held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

19. Third Party Rights

A person who is not a party to the Contract shall have no rights under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

20. Governing Law and Jurisdiction

The Contract shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh courts.

21. Data Protection

21.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor.

21.2 The Supplier shall notify the Buyer immediately if it considers that any of the Buyer's instructions infringe the Data Protection Legislation.

21.3 The Supplier shall provide all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Buyer, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

21.4 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- (a) process that Personal Data only in accordance of written agreement between both parties, unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Buyer before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Buyer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Supplier Personnel do not process Personal Data except in accordance with this Agreement;
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they: Terms & Conditions for the Supply of Goods (A) are aware of and comply with the Supplier's duties under this clause; (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor; (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any Third Party or Subcontractor unless directed in writing to do so by the Buyer or as otherwise permitted by this Agreement; and (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Buyer has been obtained and the following conditions are fulfilled:
 - (i) the Buyer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Buyer in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Buyer with respect to the processing of the Personal Data;
- (e) at the written direction of the Buyer, delete or return Personal Data (and any copies of it) to the Buyer on termination of the Agreement unless the Supplier is required by Law to retain the Personal Data. 1

21.5 Subject to clause 21.6, the Supplier shall notify the Buyer immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);

- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

21.6 The Supplier's obligation to notify under clause 21.5 shall include the provision of further information to the Buyer in phases, as details become available.

21.7 Taking into account the nature of the processing, the Supplier shall provide the Buyer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 21.5 (and insofar as possible within the timescales reasonably required by the Buyer) including by promptly providing:

- (a) the Buyer with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Buyer to enable the Buyer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Buyer, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Buyer following any Data Loss Event;
- (e) assistance as requested by the Buyer with respect to any request from the Terms & Conditions for the Supply of Goods Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

21.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:

- (a) the Buyer determines that the processing is not occasional;
- (b) the Buyer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c) the Buyer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

21.9 The Supplier shall allow for audits of its Data Processing activity by the Buyer or the Buyer's designated auditor.

21.10 The Supplier shall designate a data protection officer if required by the Data Protection Legislation .

21.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Supplier must:

- (a) notify the Buyer in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Buyer;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 21 such that they apply to the Sub-processor; and
- (d) provide the Buyer with such information regarding the Sub-processor as the Buyer may reasonably require.

21.12 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.

21.13 The Buyer may, at any time on not less than 30 Business Days' notice, revise this clause 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 incorporated by attachment to this Agreement).

21.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Buyer may on not less than 30 Business Days' notice to the Supplier amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

21. **Modern Slavery Act 2015**

21.1 The Supplier acknowledges and understands its legal and moral obligations as detailed in the Modern Slavery Act 2015.

21.2 The Supplier has an active Anti-Modern Slavery Policy in place which reflects its zero tolerance approach to acts of modern slavery and which has been fully trained out to all staff of the Supplier who understands the ramifications of the Act and how it should influence their behaviour in their dealings with the Buyer.

21.3 The Supplier understands that acceptance of the Buyer's Terms and Conditions is acceptance of the Buyer's own Anti-Modern Slavery Policy which is available on request.

21.3 The Supplier will supply without fail a copy of their own Anti-Modern Slavery Policy to the Buyer.

22. **Bribery Act 2010**

22.1 The Supplier acknowledges and understands its legal and moral obligations as detailed in the Bribery Act 2010.

22.2 The Supplier has an active Anti-Bribery and Corruption Policy in place which reflects its zero tolerance approach to acts of bribery and which has been fully trained out to all staff of the Supplier who understands the ramifications of the Act and how it should influence their behaviour in their dealings with the Buyer.

22.3 The Supplier understands that acceptance of the Buyer's Terms and Conditions is acceptance of the Buyer's own Anti-Bribery Policy which is available on request.

22.4 The Supplier will supply without fail a copy of their own Anti-Bribery Policy to the Buyer.

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