

## **TERMS AND CONDITIONS OF SALE Saint-Gobain Building Distribution Limited trading as Intrastack**

### **DEFINITIONS**

In these terms and conditions of sale, the following meanings shall apply:

**Company:** means Saint-Gobain Building Distribution Limited No.01647362.

**Company Signatory:** means a person authorised by the Company to agree any special terms with you.

**Contract:** means the contract for the supply of Goods formed in accordance with and incorporating these Terms.

**Customer:** means the customer purchasing Goods from us under these Terms.

**Frozen Design:** the architectural design to be provided by you which we agree in writing is fixed and final which shall not be capable of any further changes.

**Goods:** means the goods or when the context permits services to be supplied by Us as set out in the Quotation.

**Losses:** means all actions, awards, costs, claims, damages, losses (including without limitation any direct or indirect, special or consequential losses), demands, expenses, fines, loss of profits (direct or indirect), loss of reputation, judgments, penalties and proceedings and any other losses and/or liabilities

**Order Acknowledgment:** means the Company's written order acknowledgment of Customer's order of Goods in such form as the Company shall specify from time to time.

**Price:** means the Company's price for the Goods specified in the Quotation as amended by the Company in accordance with these Terms.

**Quotation:** means our written quotation in respect of the Goods indicating our willingness to treat Goods for the price or the rates and prices stated therein and to include any amended quotation issued by us in accordance thereafter.

**Terms:** means the terms set out in this document and any special terms agreed in writing between a Company Signatory and You.

**We, Us and Our:** means Saint-Gobain Building Distribution Limited.

**You and Your:** means the Customer seeking to purchase Goods from Us.

### **1 GENERAL**

1.1 All Quotations are made and all orders are accepted subject to the following Terms. All conditions of the Customer or other terms, conditions, warranties, or representations whatsoever are excluded from the Contract or any variation thereof unless expressly accepted

by the Company in writing. The Customer confirms that it has not entered into the Contract on the basis of any representation that is not expressly incorporated into these Terms. Nothing in these Terms shall exclude liability for any fraudulent statement or act made prior to the date of these conditions.

- 1.2 Unless the Company agrees otherwise in writing, Quotations shall only be valid for the period stated within the Quotation or where no such period is stated for a maximum period of 30 days from the date of issue and may be withdrawn by the Company within such period at any time by written or oral notice. The Contract shall come into force once the Company issues an Order Acknowledgment to the Customer referring to the relevant Quotation.
- 1.3 If any statement has been made to the Customer by the Company, its servants or agents upon which the Customer relies other than in the documents enclosed with the Quotation or Company's Order Acknowledgement then before such statement forms part of the Contract the Customer must set out that statement in a document to be attached to or endorsed on the order and that document must be signed or initialled by a Company Signatory to confirm that the statement forms part of the Contract. In any such case the Company may confirm, reject or clarify the point and submit a new Quotation.

## **2 DELIVERY**

- 2.1 The Company shall use best commercial endeavours to meet any dates for delivery and reasonable endeavours to meet any times for delivery set out in the Contract, however, time of delivery shall not be of the essence of the Contract
- 2.2 In cases where the Customer requests delivery to a specific site, the onus is on the Customer to ensure that the Goods have been delivered before incurring site costs. The Company reserves the right to charge additional costs where delivery instructions are not clear.
- 2.3 The date of delivery shall in every case be dependent upon prompt receipt of all necessary information, final instructions or approvals from the Customer. Alterations by the Customer after Frozen Design (such alterations must be agreed by the Company in writing) may result in delay in delivery.
- 2.4 The Company will endeavour to comply with reasonable requests by the Customer for postponement of delivery but shall be under no obligation to do so. Where delivery is postponed otherwise than due to default by the Company the Customer shall pay all costs and expenses including a reasonable charge for storage and transportation occasioned thereby and the Company shall be entitled to invoice the Price for the Goods in accordance with these Conditions.
- 2.5 Where the Company accepts an order for the supply of Goods to be called off by the Customer over a period then unless otherwise agreed by the Company in writing, such call offs must be made so as to complete delivery of all Goods within 12 months from the date of the Customer's order.
- 2.6 The Customer is responsible in all cases for safely unloading the delivery vehicle and shall be responsible for all loss of or damage to the Goods during the course of such unloading.

- 2.7 A delivery note or notes for the Company must be signed by the Customer on receipt of the Goods.
- 2.8 The Company shall have the right to make delivery by instalments and in that event each delivery shall stand as a separate contract. Failure to make any instalment delivery shall not entitle the Customer to repudiate either that separate Contract or the whole Contract.
- 2.9 Where delivery is made by the Company to the Customer's premises the Customer will ensure the provision to the Company of full, safe and adequate access to the point at which delivery is to take place and all other facilities and services necessary to enable the Company to deliver in accordance with the Customer's requirements. The decision of the Company's representative as to the nearest point of accessibility to the Customer's works shall be accepted as final and shall be deemed to be the point of delivery.
- 2.10 Unless otherwise expressly agreed any packaging supplied by the Company is intended to be only sufficient to protect the Goods for all normal conditions of transit and for the normal period of transit only.
- 2.11 The Price agreed includes our normal delivery charges but the Company may make an additional charge if the Company incurs further costs or expenses such as (but not limited to): i) those caused by delivery of less than a full load, ii) complying with your request for delivery outside our normal delivery pattern or trading by instalments. Full delivery instructions must be notified by the Customer at the quotation stage.
- 2.12 The Customer shall always notify the Company in advance of any specific loading or unloading requirements, including but not limited to crane capability, reach and maximum stack loads. The Company shall have the right to refuse delivery and or reserve the right to charge additional costs if specific loading or unloading requirements have not been notified prior to issue of the Order Acknowledgment.
- 2.13 If the Goods are to be deposited other than on your private premises, You shall be responsible for compliance with all applicable laws and regulations, and for all steps which need to be taken for the protection at all times of persons or property.
- 2.14 We may make a charge for packaging, including crate cases and pallets, which shall be credited if the crate cases or pallets are returned – carriage paid – in good condition and within seven days of delivery. Polythene sacks are not returnable.
- 2.15 The Customer will indemnify the Company in respect of all Losses the Company may incur as a result of:
- 2.15.1 delivery in accordance with your instructions; and
- 2.15.2 failure of the Customer to comply with Condition 2.9 or otherwise provide inadequate access for the Company and/or its transport to the agreed place of delivery including any damage to the Company's or its sub-contractors transport.

Losses recoverable under this indemnity will be reduced in proportion to the extent that such costs, losses, claims or expenses are due to our negligence.

- 2.16 The Customer shall comply with the Company's instructions in relation to the unloading of the Goods and shall notify the Company immediately of any Goods damaged in transit, in the process of unloading or during installation, to allow for the Company to inspect the Goods.
- 2.17 It is a material condition of the Contract that the Company is in possession of the Frozen Design at a time mutually agreed in writing prior to commencement of the manufacture of the Goods and in the event they are not the Customer shall be liable for all increased costs occasioned thereby and the Company shall be relieved of every liability whatsoever for any delay occasioned as a consequence.

### **3 RISK AND TITLE**

- 3.1 Risk shall pass to the Customer so that the Customer is responsible for all loss damage or deterioration to the Goods at the time when the Goods or a relevant part thereof arrive at the place of delivery in accordance with the Contract.
- 3.2 Title to the Goods or any part thereof shall pass to the Customer only upon the happening of any one of the following events:
- 3.2.1 the Customer has paid to the Company all sums due and payable by it to the Company under this Contract or any other contract between the Company and the Customer; or
- 3.2.2 when the Company serves on the Customer notice in writing specifying that title in the Goods or such part thereof has passed.
- 3.3 The Company may recover Goods in respect of which title has not passed to the Customer at any time and the Customer hereby licences the Company, its officers, employees and agents to enter upon any premises of the Customer for the purposes either of satisfying itself that the Condition 3.4 below is being complied with by the Customer or recovering any Goods in respect of which title has not passed to the Customer.
- 3.4 Until title to the Goods has passed to the Customer pursuant to the terms hereof it shall possess the Goods as a bailee of the Company on the terms of this Contract. If the Company so requires, the Customer shall store the Goods separately from all other Goods and shall ensure that they are clearly identifiable as belonging to the Company.
- 3.5 Without prejudice to the foregoing sub-conditions and in the event that the Customer shall in the course of its business dispose of the Goods to a customer being a bona fide purchaser without notice of the Company's rights then the Customer shall have a fiduciary duty to the Company to account to the Company for the proceeds (which shall be kept separate and identifiable from the Customer's own monies) but may retain therefrom an excess of such proceeds over the amount outstanding under this or any other prior contract between them.
- 3.6 Should the Customer default on any of its obligations under the Contract the Company's licence to the Customer to sell Goods on will be deemed to be withdrawn immediately.

#### **4 CANCELLATION**

The Customer may only cancel the Contract if agreed by the Company in writing and subject to the condition that all costs and expenses incurred by the Company up to the time of the cancellation and all loss of profits and other costs, loss or damage resulting to the Company by reason of such cancellation will be paid forthwith by the Customer to the Company.

#### **5 PRICES**

- 5.1 All Prices are unless otherwise stated quoted exclusive of VAT.
- 5.2 The Company may in the event of any alteration being required by the Customer in design or specification, be entitled to make an adjustment of the Price corresponding to such alteration and the Company shall have no liability in respect of any losses incurred as a result of any such change requested by the Customer.
- 5.3 Packaging materials shall, unless otherwise stated, be charged extra but the Customer will be credited in full with the amount charged upon their being returned to the Company in clean, dry and sound condition.
- 5.4 The Company shall be entitled by notice in writing to the Customer to adjust the Price of the Goods as at the time of delivery by such amount as may be necessary to cover any increase in costs sustained by the Company after the date of the Order Acknowledgement as a result of fluctuations in the metal market.

#### **6 TERMS OF PAYMENT**

- 6.1 Unless otherwise agreed by the Company in writing the terms of payment shall be net cash monthly account due and payable on the last day of the month following the month in which the Goods were despatched or would have been despatched save for postponement otherwise than due to default on the part of the Company. Time for payment shall be of the essence of the Contract. The Company shall be entitled to submit its invoice with its delivery advice note or at any time thereafter save that where delivery has been postponed at the request of or by the default of the Customer then the Company may submit its invoice at any time after the Goods are ready for delivery or would have been ready in the ordinary course but for the request or default as aforesaid.
- 6.2 Where Goods are delivered by instalments the Company may invoice each instalment separately and the Customer shall pay such invoices in accordance with these Conditions.
- 6.3 No disputes arising under the Contract nor delays beyond the reasonable control of the Company, including as referred to in Condition 14, shall interfere with prompt payment in full by the Customer.
- 6.4 In the event of default in payment by the Customer the Company shall be entitled without prejudice to any other right or remedy to suspend all further deliveries on the Contract and any contract or contracts between the Company and the Customer without notice and to charge interest on any amount outstanding at the rate of 4% per annum above the Bank of England Base Rate in force at the time when payment was due or the rate allowed by law.

- 6.5 We will accept payment of accounts by debit or credit card, cash, cheques, BACS as agreed by us in the Contract subject to applicable laws relating to anti-money laundering from time to time.
- 6.6 Credit facilities may be withdrawn or reduced at any time at our sole discretion and We shall not be liable for any delays or costs incurred as a result of credit facilities or credit terms being withdrawn.
- 6.7 You may not withhold payment of any invoice or other amount due to Us by reason of any right of set off or counterclaim, which You may have, or allege to have, for any reason whatsoever.
- 6.8 We shall be entitled at all times to set off any debt or claim of whatever nature which We may have against You against any sums due from Us to You.

## **7 SHORTAGES AND DEFECTS APPARENT ON INSPECTION AT DELIVERY**

- 7.1 The Customer shall have no right of rejection or claim for shortages or defects in the Goods which should be apparent on visual inspection at the time of delivery unless the shortages or defects in the Goods are brought to the attention of the driver of the delivery vehicle and are clearly marked on the signed copy of the delivery note at the time of delivery. The Customer acknowledges that if there is any rust, oxidation or discolouration present in the Goods at delivery then to the extent the same is a defect it is reasonable for the Customer to be expected to notice any such defect at the time of delivery.
- 7.2 The Customer shall have no right of rejection or claim for shortages or defects in the Goods capable of being apparent on subsequent visual inspection (not being shortages or defects falling within Condition 7.1) unless:
- 7.2.1 the Customer inspects the Goods and notifies the Company by telephone or email before fixing or otherwise using the Goods or cutting or removing bands and in any event within three (3) working days of delivery of the Goods; and
- 7.2.2 a written complaint is made to the Company before fixing or otherwise using the Goods and in any event within seven (7) days of delivery of the Goods; and
- 7.2.3 the Company is given an opportunity to inspect the Goods and investigate any complaint before any use is made of the Goods.

If the Customer fails to comply with the provisions of this Condition 7.2 above, then the Goods shall be deemed to be in all respects in accordance with the Contract and the Customer shall be bound to pay for the same accordingly.

## **8 WARRANTY**

- 8.1 The Company warrants that on delivery and for a period of ten (10) years thereafter the materials and workmanship in the steel materials and external sheathing board if supplied by the Company shall conform in all material respects with their description and be free from material defects.

- 8.2 The Company gives no design warranty but, if agreed in writing with the Customer prior to issue of and confirmed in the Order Acknowledgement, the Company agrees to procure a collateral warranty from the Company's design supplier (as notified to the Customer by Company from time to time) in favour of the Customer in respect of the design of the Goods. The form of such collateral warranty shall be confirmed by the Company on the Customer's written request. The Customer agrees to pursue the design supplier in respect of any defect in design in the Goods against the Company's design supplier and not the Company.
- 8.3 Save as otherwise expressly provided terms implied under the Sale of Goods Act 1979 or any other law are excluded from this Contract to the fullest extent permitted by law.
- 8.4 Subject always to Conditions 8.5 and 8.6, if the Customer establishes to the Company's reasonable satisfaction that there is a failure by the Company in relation to the conformity of the Goods with the warranty set out on Condition 8.1 then:
- 8.4.1 the Customer shall be entitled to request that the Company repair or supply satisfactory substitute Goods and the Company shall thereupon be entitled at its option to repair or take back the defective Goods and to supply satisfactory substitute Goods free of cost and within a reasonable time or to reimburse the Price paid by the Customer for the relevant Goods; and
- 8.4.2 If the Company does so repair the Goods, supply satisfactory substitute Goods or provide a refund in accordance with Condition 8.4.1, such performance shall be an entire discharge of the Company's liability under the warranty at Condition 8.1 and the Company shall have no other liability for any loss or damage whatsoever arising from the initial delivery of the defective Goods or from the delay before the defective Goods are repaired or the substitute Goods are delivered or the purchase price reimbursed.
- 8.5 The remedies at Condition 8.4 are subject to the following conditions:
- 8.5.1 such remedies shall not be available where Condition 7 applies in relation to the relevant defect or non-conformity;
- 8.5.2 a written complaint has to be sent by Customer to the Company as soon as reasonably practicable after the defect or non-conformity is discovered and no use ("use" for this purpose being taken to include any sale, disposal or the parting of possession) shall have been made of the Goods after the defect is discovered and no alteration made thereto before the Company is given an opportunity to inspect the Goods in accordance with this Condition; and
- 8.5.3 the Customer shall not be entitled to any claim in respect of any repairs, installations or alterations undertaken by the Customer without the prior specific written consent of the Company nor in respect of any defect arising by reason of fair wear and tear or damage due to misuse or inadequate or unsuitable storage.
- 8.5.4 the Company shall not be liable for loss or damage suffered by reason of use or installation of the Goods after the Customer becomes aware of a defect or after circumstances which should reasonably have indicated to the Customer the existence of a defect or if the Goods have been installed incorrectly in anyway whatsoever.

- 8.5.5 the Customer shall permit the Company to inspect the Goods within 21 days of receiving such a written complaint (or within 30 days where the Goods are situated outside the United Kingdom) and shall if so required by the Company take all steps necessary to enable the Company to carry out such inspection.
- 8.5.6 the Company shall have no liability in respect of any defects or non-conformities arising as a result of any fair wear and tear; and
- 8.5.7 the Company shall have no liability in respect of any defects or non-conformities arising as a result of wilful damage, negligence, abnormal working conditions, misuse, alteration or repair of the Goods, failure to follow British Standard or industry instructions relevant to the Goods, or storage of the Goods in unsuitable conditions.
- 8.6 The Company shall not be liable for any deficiencies in the position, lines or levels or otherwise of any building or structure in relation to which You have provided the Company with information to enable the Company to provide any quotation and/or designs for the design, manufacture, supply of the Goods. You shall ensure that all requirements of the local planning authority or other government body, building regulations, codes of practice customary to the trade and any applicable laws or statutory requirements for the time being in force are duly complied with by You and any third party consents required are obtained before the Goods are incorporated into any building or structure. You shall indemnify the Company in full from and against all Losses arising out of any failure by You to comply with Your obligations in this Condition.
- 8.7 Subject to Condition 7, the remedies set out in this Condition 8 shall be the Customer's sole and exclusive remedy in respect of any defect or non-conformity in the Goods.

## **9 LIABILITY**

- 9.1 Nothing in this Contract shall exclude or limit the liability of the Company for: (a) death or personal injury due to its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which it is not permitted to exclude or limit as a matter of law.
- 9.2 All warranties, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law.
- 9.3 Subject to Condition 9.1, the Company shall have no liability, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with the Contract for any: -
- 9.3.1 loss of profits and/or damage to goodwill;
- 9.3.2 business interruption, loss of business, contracts, opportunity and/or production.
- (in each case whether direct or indirect) or for any:
- 9.3.3 consequential losses; or
- 9.3.4 special damages and indirect losses.



- 9.4 The Customer shall be under a duty to mitigate any loss, damage, costs or expenses that it may suffer.
- 9.5 Subject to Condition 9.1, the Company's total liability in contract, tort (including negligence or breach of statutory duty) misrepresentation or otherwise in connection with the Contract shall not exceed sums paid or payable by the Customer under the Contract in respect of the Goods.

## **10 CONFIDENTIAL INFORMATION**

- 10.1 The Customer agrees that it will keep confidential and not use except for purposes contemplated by this Contract, all information relating to the Goods and/or services provided and all confidential business information regarding the Company, which may be disclosed to it or which it may learn except where such information is public knowledge or is required to be disclosed by law.

## **11 INTELLECTUAL PROPERTY RIGHTS**

- 11.1 Nothing shall affect, or grant any right to, any intellectual property rights owned by and/or licensed to the Company.
- 11.2 All intellectual property rights arising as a result of performance of this Contract (including improvements and/or adjustments to Goods) shall belong to the Company unless otherwise agreed in writing.
- 11.3 No right or licence is granted under this Contract to the Customer under any patent, trade mark, copyright, registered design or other intellectual property right except the right to use or resell the Goods in accordance with this Contract and the rights set out in Condition 11.5. The Customer shall not grant any sub-licences to any third party.
- 11.4 The specifications and designs of the Goods (including the copyright, design right or other intellectual property in them) shall belong to the Company. Where any designs or specifications (such as architectural designs or the Frozen Design) have been supplied by the Customer then the Customer warrants that the use of those designs or specifications for the purposes of the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party.
- 11.5 All drawings documents and other information supplied by the Company are supplied on the express understanding that all intellectual property rights including copyright are reserved to the Company and that the Customer will not without the written consent of the Company either give away, loan, exhibit or sell any such drawings or extracts therefrom or copies thereof or use them in any way except in connection with the Goods in respect of which they are issued and except in accordance with this contract. To be used in accordance for what they are intended for. The Customer, subject to paying all fees and disbursements due under these Conditions, shall have a licence to copy and use all such drawings and documents for any purpose related to the Contract (but not to reproduce any designs for an extension or for any new construction work). The Company shall not be liable for the use of any such drawings or documents for any purpose other than that for which the same were prepared by the Company.

- 11.6 The Customer shall be solely responsible for ensuring that all drawings information advice and recommendations given to the Company (such as builders or architectural drawings) either directly or indirectly by the Customer or by the Customer's agents, servants, consultants or advisors are accurate, correct and suitable. Examination or consideration by the Company of such drawings information advice or recommendations shall in no way limit the Customer's responsibility hereunder unless the Company specifically agrees in writing to accept responsibility.
- 11.7 The Customer must accept sole responsibility for any discrepancies which occur between the quantities or sizes of Goods agreed to be supplied by the Company and the quantities or sizes which are needed by the Customer in order to satisfy the particular purpose for which the Customer requires the Goods.
- 11.8 Without prejudice to any other right or remedy the Company may have, the Customer agrees to indemnify and keep indemnified the Company against any and all Losses and increased administration and professional and legal costs on a full indemnity basis suffered by the Company (without set-off, counterclaim and/or reduction) and arising out of or in connection with any third party claim that the use of any drawings, information, advice or specifications by the Company in relation to the Goods infringes the intellectual property rights of that third party.

## **12 DATA AND TECHNICAL INFORMATION**

Any illustrations, performance details, examples of installations and methods of assembly and other technical data issued by the Company is provided for general guidance only and forms no part of the contract unless the Customer shall have complied with Condition 1(3) above relating to statements and representations.

## **13 TERMINATION AND INSOLVENCY**

- 13.1 Without prejudice to any other rights or remedies to which it may be entitled the Company may immediately terminate this Contract and any other contract between the Company and the Customer by written notice and without liability if the Customer: -
- 13.1.1 fails to make any payment within seven (7) days of the due date for such payment;
- 13.1.2 breaches any of the terms of this Contract (and if remediable the breach has not been remedied within 7 days of receiving written notice requiring it to be remedied);
- 13.1.3 persistently breaches any one or more terms of this Contract;
- 13.1.4 ceases or threatens to cease to carry on business; and/or
- 13.1.5 is declared or becomes insolvent or bankrupt, has a moratorium declared in respect of any of its indebtedness, enters into administration, receivership, administrative receivership or liquidation or threatens to do any of these things, takes or suffers any similar action in any jurisdiction or any step is taken (including, without limitation, the making of an application or the giving of any notice) by it or by any other person in respect of any of these circumstances.

- 13.2 If any of the events in 13.1 occur then the price of all Goods or services rendered by the Company to the Customer under this Contract and any other contract between the Company and the Customer shall immediately become payable.

#### **14 FORCE MAJEURE**

The Company shall not be liable for any delay, loss, damage or failure to perform its obligations under the Contract (and the timescales for performance of such obligations shall be extended accordingly) where caused wholly or in part by act of God governmental restriction condition or control, any laws rules or regulations of the country of origin of the Goods, non-arrival of imported Goods, inability to obtain transport or loading facilities, traffic conditions or by reason of any act done or not done pursuant to a trade dispute whether such dispute involves its employees or not by reason of any other act matter or thing beyond its reasonable control including failure by the Customer to carry out the provisions of these Conditions.

#### **15 DATA PROTECTION**

- 15.1 For the purposes of this clause, (a) "Data Protection Laws" means any laws and regulations in force from time to time relating to the use or processing of personal data including: (i) the retained EU law version of the General Data Protection Regulation (EU) 2016/679 ("UK GDPR") (ii) the Data Protection Act 2018 ("DPA"),(iii) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the UK GDPR and/ or the DPA and (iv) any laws and regulations implementing the Privacy and Electronic Communications Regulations 2003 (SI 2009/2426) in each case as updated, amended or replaced from time to time; and (b) the terms "Data Subject", "Personal Data", "processing", "processor" and "controller" shall have the meanings set out in the UK GDPR.
- 15.2 Each party shall comply with the provisions and obligations imposed on it by the Data Protection Laws when processing Personal Data in connection with these Terms. Such processing shall continue for so long as these Terms is in force and shall be in respect of the following:
- 15.2.1 Categories of data: Contacts within each of the parties and the ultimate customer details;
- 15.2.2 Types of personal data: names, addresses, email addresses, telephone numbers and other contact details;
- 15.2.3 Purpose and nature of processing: (i) manage the Contracts between the parties including ordering, fulfilment and billing and (ii) fulfilment of such Contracts by delivering goods to the ultimate customer on behalf of the Customer.
- 15.3 To the extent that a party processes any Personal Data on behalf of the other party, the processing party shall: (a) comply with the provisions and obligations imposed on a processor by the UK GDPR, including the stipulations set out in Article 28(3)(a)-(h) which form a part of, and are incorporated into, these Terms as if they were set out in full, and the reference to "documented instructions" in Article 28(3)(a) shall include the provisions of these Terms; and (b) not disclose any Personal Data to any Data Subject or to a third party other than at the written request of the other party or as expressly provided for in these Terms.

- 15.4 You agree that we may engage third party providers including any advisers, contractors, or auditors to Process Personal Data ("Sub-Processors"). We shall ensure that our contract with each Sub-Processor shall impose obligations in relation to the Processing of Personal Data on the Sub-Processor that are materially equivalent to the obligations to which we are subject to under these Terms in relation to the Processing of Personal Data.
- 15.5 If either party receives any complaint, notice or communication which relates to the processing of Personal Data by the other party or to either party's compliance with the Data Protection Laws, or if any Personal Data processed in connection with these Terms is subject to a personal data breach (as defined in the UK GDPR), it shall immediately notify the other party and provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice, communication or personal data breach.

## **16 GENERAL**

- 16.1 This Contract shall be governed and interpreted according to the Law of England and Wales and You agree to submit to the exclusive jurisdiction of the English Courts.
- 16.2 The waiver by Us of any breach or default of these Terms shall not be construed as a continued waiver of that breach, nor as a waiver of any subsequent breach of the same, or any other provision.
- 16.3 If any clause or sub-clause of these Terms is held by a competent authority to be invalid or unenforceable, the validity of the other clauses and sub clauses of these Terms shall not be affected and they shall remain in full force and effect.
- 16.4 We may assign novate, or subcontract all or part of this Contract and You shall be deemed to consent to any novation. This Contract is personal to You and it may not be assigned by You.
- 16.5 Nothing in this Contract is intended to, or will grant any right, to any third party to enforce any Terms of this Contract, be it express or implied.
- 16.6 Incorporation of your business: Until You are informed in writing by Us that either the status of the account has been amended to a limited company or a fresh account opened all orders will continue to be debited to the current account and You will remain responsible to Us.

## **17 COMPLIANCE - BRIBERY ACT AND EXPORT SANCTIONS**

- 17.1 You shall ensure that in any dealings with the Us, neither You nor your employees or agents shall commit any offence under the Bribery Act 2010 ("the Act") including not engaging in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Act. You shall inform Us immediately You become aware of any actions between the parties that could constitute an offence under the Act.
- 17.2 It is our and our group's policy to comply with all applicable sanctions and legal requirements for the import and export of goods, technology and services. We are committed to ensuring compliance with all regulatory and licensing requirements relating to international trade. We do not permit the supply of any of our goods to any individuals, companies or organisations that are subject to any trade, economic or financial sanctions, embargoes or similar restrictive

measures administered, enacted or enforced by the UK, EU, UN or USA ("**Sanctioned Entities**"). By entering into this Contract you agree not to re-sell or otherwise transfer the Goods, either directly or indirectly, to any Sanctioned Entities.

## **18 EXPORT**

- 18.1 You shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.
- 18.2 You shall be liable for and shall indemnify and hold us harmless from any and all Losses, which we may sustain or incur, arising out of or in any way connected with your failure to comply with Conditions 17.2 or 18.1.