

## **TERMS AND CONDITIONS OF SALE**

(December 2020)

These terms and conditions of sale ("**Terms**") apply to the provision of any Goods by the **Seller** to the **Buyer**. Seller reserves the right to change these Terms at any time without prior notice. Such change however will have no effect on existing contracts or orders that were submitted before posting of such revised terms and conditions.

### **1. DEFINITIONS AND INTERPRETATIONS**

- 1.1 The following capitalized terms and expressions shall have the following meaning:
- "Buyer"** means the legal entity (including, where relevant, its affiliates) placing an Order for Goods with the Seller.
- "Contract"** means any contract between the Seller and the Buyer for the sale and purchase of Goods ordered by Buyer and accepted by Seller, consisting of these Terms and the Order.
- "DIC Group"** means any legal entity, directly or indirectly, owned by, controlled by or under common control with DIC Corporation, having its registered address at 35-38 Sakashita 3-Chome, Itabashi-ku, Tokyo 174-8520, Japan, including but not limited to the Sun Chemical entities and its affiliates, subsidiaries, successors and assigns.
- "Goods"** means the goods and materials supplied, and any services provided, by the Seller to the Buyer in accordance with the Contract.
- "Order"** means the Buyer's order for the supply of Goods as set out in the Buyer's written acceptance of the Seller's quotation.
- "Price"** means the price for the Goods specified in the Order or otherwise communicated to the Buyer and agreed between the parties, or if no price is quoted or agreed, the price set out in the Seller's published price list in force as at the date of delivery of the Goods.
- "REACH"** means the Registration Evaluation Authorisation and Restriction of Chemicals Compliance Regulation 1907/2006 (as amended), if applicable, and/or if not applicable, all references to REACH shall be replaced by the applicable equivalent legislation or regulation.
- "Seller"** means the legal entity from the DIC Group, supplying Goods to the Buyer under an Order, as identified in the Order.
- 1.2 In these Terms: (a) the headings are included for convenience only; (b) the expressions "including", "include", "in particular", "for example" and any similar expressions shall not limit the preceding words; (c) words in the singular shall include the plural and vice versa, references to any gender shall include all genders and references to legal persons shall include natural persons and vice versa; (d) references to any statute or statutory provision will, unless the context otherwise requires, be construed as including references to any amended and/or replacement statute or statutory provision; (e) references to "writing" and "written" shall include e-mail, and comparable means of communication and (f) references to "business day" means a day other than a Saturday, Sunday or public holiday in England or Wales when banks in London are open for business.

### **2. BASIS OF CONTRACT**

- 2.1 The Contract between the Seller and the Buyer shall be subject to these Terms, and no addition or variation shall apply unless agreed in writing by the Parties.
- 2.2 These Terms supersede any prior representation, whether made in writing or orally, and override any other terms that the Buyer may subsequently seek to impose on any purchase order, confirmation of order, specification or any other documents such as the delivery note. No terms endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 Each Order or acceptance of a quotation for Goods by the Buyer from the Seller shall be deemed to be an offer by the Buyer to buy Goods subject to these Terms. No Order placed by the Buyer shall be deemed to be accepted by the Seller

until a written acknowledgement of Order is issued by the Seller or (if earlier) the Seller delivers the Goods to the Buyer.

- 2.4 The Buyer shall ensure that the terms of the Order and any applicable specification are complete and accurate.
- 2.5 Any quotation is given on the basis that no Contract shall come into existence until the Seller despatches an acknowledgement of the Order to the Buyer. Unless previously withdrawn, quotations are open for acceptance within the period stated in them. Where no period is stated, the quotation shall be open for acceptance for 30 days from the date it is dated unless withdrawn by the Seller during that time.

### **3. ADVERTISING MATERIALS AND REPRESENTATIONS**

- 3.1 Catalogues, specifications, brochures, price lists, samples, drawings, advertising material and verbal representations of the Seller's personnel are only an indication of the type of Goods offered and no such particulars shall be binding on the Seller. They shall not form part of the Contract and this is not a sale by sample.
- 3.2 All Goods are sold subject to availability of material. The Seller reserves the right without notice to substitute materials, components and units other than those mentioned in the Contract. The Seller reserves the right to amend the Goods if required by any applicable statutory or regulatory requirements. All specifications and drawings, or particulars of weights and dimensions and all forwarding specifications issued by the Seller are approximate only and do not form part of any Contract.
- 3.3 The quantity and description of the Goods shall be as set out in the Seller's quotation or acknowledgement of the Order.

### **4. PRICE**

- 4.1 In consideration of the provision of Goods by Seller, Buyer shall pay the Price as specified in the Order and in accordance with this clause 4. Prices do not include any taxes, duties or other governmental fees, now or hereafter enacted, including value-added or similar taxes levied by any government, and Seller may add these to the Price or invoice separately, and Buyer will pay the same to the Seller promptly upon receipt of a valid invoice from the Seller.
- 4.2 The Seller may at any time before delivery increase the Price of the undelivered balance of the Goods by notice in writing to the Buyer (including, without limitation, to reflect any increases in the cost of the Goods due to:
- (a) any factor beyond the Seller's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - (b) any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or the specification of the Goods; or
  - (c) any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate or accurate information or instructions). In such event, the Buyer may within seven days of receipt of such notice in writing cancel the Order so far as the undelivered balance of the Goods is concerned.
- 4.3 Unless otherwise stated on acceptance, the Prices of the Goods shall include the Seller's costs of standard packing, and delivery of the Goods to any one address as specified in the Order.
- 4.4 Containers and/or packages are not returnable unless so stated in the Seller's quotation or acknowledgement or other documentation. Returnable containers and/or packages shall be returned empty by the Buyer to the Seller's address stated on the delivery note in good condition, carriage paid, within three months of delivery of the Goods. If returnable containers are not returned by the Buyer to the Seller within

this timeframe, the cost of such containers and/or packages will

be charged at replacement value by the Seller to the Buyer, which the Buyer will pay within 30 days of receipt of an invoice from the Seller.

## **5. PAYMENT AND INTEREST**

- 5.1 The Seller may invoice the Buyer for the Goods before, on or at any time after completion of delivery. Payment shall be made by the Buyer within thirty (30) days of the date of the Seller's invoice. Time for payment shall be of the essence.
- 5.2 If any payment is not made when due then (without limiting the Seller's other remedies under these Terms) the Buyer shall pay interest on all overdue sums from the due date until payment of the overdue sum at the rate of 2% above the Bank of England's base rate from time to time and interest shall accrue at such rate after as well as before any judgement.
- 5.3 In the event of any late payment of any invoice, the Seller reserves the right to defer delivery of any Goods on any Contract between the parties.
- 5.4 Where any invoice is overdue for payment then all invoices issued by the Seller to the Buyer shall become immediately due for payment.
- 5.5 No deduction from any payment due shall be made by the Buyer in respect of any set-off or counterclaim howsoever arising unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Buyer.

## **6. REMEDIES AND LIABILITY**

- 6.1 Subject to the remaining sub-clauses of this clause, the Buyer's exclusive remedy in respect of any defective Goods manufactured or supplied by the Seller is limited to the repair or replacement of the Goods (at the Seller's discretion), which the Buyer proves to the satisfaction of the Seller are defective or fail due to faulty material manufactured by the Seller or defective workmanship of the Seller and failed or are found to be defective within a period of two calendar months after the Goods were delivered to the Buyer.
- 6.2 The Seller may, at its option, give the Buyer a credit in respect of the Goods found to be defective of up to the full value of the Price paid by the Buyer.
- 6.3 The Goods are sold on the condition that they will be used only in the prescribed manner and for the purpose for which they were intended.
- 6.4 The Buyer must satisfy itself that the intended use of the Goods is a use in the prescribed manner and in accordance with the technical data sheet (provided by the Seller) that refers to the prescribed use of the Goods and the purpose for which they were designed. In the event that the Buyer is purchasing for onward sale, the Buyer must make known to its customer the prescribed use of the Goods and the purpose for which they were designed.
- 6.5 The Seller shall not be liable to the Buyer for the Goods' failure to comply with these Terms in any of the following events:
- (d) any misuse of the Goods or any use which is not in accordance with the prescribed manner or the purpose for which they were designed;
  - (e) where the Buyer continues to make further use of the Goods after notifying the Seller of any defects in the relevant Goods;
  - (f) the Buyer alters or repairs the Goods without the written consent of the Seller;
  - (g) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; and/or
  - (h) the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 6.6 Where the Buyer provides a specification of the Goods to be manufactured by the Seller, the Seller shall not be liable to the Buyer for any defects in the Goods caused by compliance

with that specification, including the infringement of a third party's IP rights.

- 6.7 If the Buyer packages or causes the Goods to be packaged in such a way so as to make the Goods defective then the Buyer shall indemnify the Seller against all damage and loss caused by reason of the product being defective.
- 6.8 The Seller has information and product literature available concerning the Goods necessary to ensure that the Goods supplied by the Seller will be safe and without risk to health when properly used. If the Buyer is not already in possession of such literature or requires any information or advice in connection with the safe use of the Goods, the Buyer should immediately contact the Seller.
- 6.9 Nothing in these Terms shall have the effect of excluding or limiting any liability which cannot legally be limited, including liability for death or personal injury resulting from the negligence, fraud or fraudulent misrepresentation, breach of the terms implied by section 12 of the Sale of Goods Act 1979 or defective products under the Consumer Protection Act 1987.
- 6.10 All warranties and other terms implied by statute or common law (save for the terms implied by section 12 of the Sale of Goods Act 1979 and any other implied terms which cannot be excluded under applicable law) are, to the fullest extent permitted by law, excluded from the Contract.
- 6.11 Subject to clause 6.9 and clause 6.10:
- (a) the Seller's total liability to the Buyer, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising under or in connection with the performance or contemplated performance of the Contract shall be limited to the Price paid by the Buyer to the Seller under the Contract; and
  - (b) the Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill, and/or indirect or consequential loss, whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 6.12 Nothing in these Terms shall impose any liability upon the Seller in respect of any costs, liabilities, losses or damages, direct, indirect, consequential or otherwise, in relation to or arising out of Goods found to be defective or attributable directly or indirectly to the acts, omissions, negligence or default of the Buyer or the Buyer's servants or agents including (in particular but without prejudice to the generality of the foregoing) any failure by the Buyer to comply with any recommendations of the Seller as to the storage, handling and use of the Goods.
- 6.13 These Terms shall apply to any repaired or replacement Goods supplied by the Seller.

## **7. DELIVERY**

- 7.1 Seller shall provide Goods to the location(s) agreed at the time of acceptance of the Order. Delivery is completed on the completion of unloading of the Goods at the delivery location. Any dates specified by the Seller for delivery of the Goods are intended to be an estimate and time for delivery shall not be of the essence. If no dates are so specified, delivery shall be within a reasonable time of the date of the Order.
- 7.2 The Seller shall have no liability to the Buyer in respect of any damaged Goods delivered unless at the time of delivery the damage is endorsed in writing on the delivery note or the delivery note is endorsed "not examined" and a separate written notice of the damaged Goods is sent to the Seller in writing within 14 days of delivery. The Buyer must notify the Seller (and, if appropriate, the carrier) in writing of the non-receipt or shortage in delivery of any Goods by the Buyer or his nominated carrier within 10 days of the invoice date relating to any delivery. In the event of non-delivery of the Goods, the Seller shall either replace the Goods within a reasonable time or issue a credit note at the pro rata Contract rate against any invoice raised for such Goods. The Purchaser shall hold the Seller indemnified against any loss

or damage arising by the failure to give the notification of receipt or damaged Goods within the time limit specified above

- 7.3 The Buyer shall accept deliveries which are within ten per cent either less or more than the quantity ordered. The Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and will pay the unit invoiced price for the quantity of Goods delivered. In the event that there is a shortfall, the Seller shall issue a credit note at the pro rata Contract rate against invoice raised for such Goods.
- 7.4 Any request by the Buyer for proof of delivery from the Seller or the carrier must be made in writing no later than four months after the date of the invoice related to the delivery. In the absence of any such request in writing delivery of the Goods shall be deemed conclusively to have been made.
- 7.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions documents, licences or authorisations then without prejudice to any other right or remedy available to the Seller risk in the Goods shall pass to the Buyer, and the Seller may elect to store the Goods until actual delivery whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance) and the Seller may sell the Goods for a price readily obtainable and after deducting reasonable storage, insurance and selling expenses. The Seller may invoice the Buyer for such costs and expenses which the Buyer will pay within 30 days of the date of the invoice.
- 7.6 If any Order for Goods is to be delivered by instalments, each instalment shall be treated as a separate contract each of which shall be paid for in accordance with clause 4.4 and the Seller shall be entitled to withhold delivery of future instalments pending payment in full of previously delivered instalments.
- 7.7 Where Goods are delivered by instalments, any defect in any one instalment of Goods shall not be grounds for cancellation of the Order for the remaining instalments by the Buyer who shall be bound to accept delivery thereof.

## **8. RISK AND TITLE**

- 8.1 Risk shall pass to the Buyer on the Goods being tendered for delivery at the Buyer's address specified in the Order or on delivery to the carrier nominated by the Buyer or (where the Goods are to be collected by the Buyer from the Seller) on being placed ready for loading onto the vehicle of the Buyer or their agent (whichever is the earlier). The Buyer must insure the Goods for their full replacement value against all risks with the interest of the Seller being noted on the policy (from the time that risk passes).
- 8.2 Where Goods are stored by the Seller at the premises of the Buyer in contemplation of ongoing sales (consignment), the Goods are at the risk of the Buyer during such storage.
- 8.3 Title to the Goods shall not pass to the Buyer until the earlier of:

- (a) the Seller receiving payment in full (in cash or cleared funds) for the Goods; and
- (b) the Buyer reselling the Goods, in which case title to the Goods shall pass to the Buyer at the time specified in clause 9.2.

## **9. RESERVATION OF TITLE**

- 9.1 Until payment in full (in cash or cleared funds) has been made by the Buyer of all sums owing or due to the Seller, whether in respect of purchases of the Seller's Goods or otherwise, all legal and equitable title to the Goods shall remain with the Seller and the Buyer shall:
- (a) hold the Goods on a fiduciary basis as the Seller's bailee;
  - (b) store the Goods (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property;
  - (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - (d) give the Seller such information relating to the Goods as the Seller may require from time to time; and

- (e) maintain the Goods in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller.

- 9.2 Subject to clause 9.3 the Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

- (a) any sale shall only be effected in the ordinary course of the Buyer's business at full market value;
- (b) any such sale shall be a sale of the Seller's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale; and
- (c) title to the Goods shall pass from the Seller to the Buyer immediately before the time at which the resale by the Buyer occurs.

- 9.3 The Buyer's right to possession of the Goods under this clause shall terminate immediately if:

- (a) the Seller has any reason to have doubt as to the Buyer's solvency; or
- (b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under the Contract or any other Contract between the Seller and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
- (c) the Buyer encumbers or in any way charges any of the Goods, and in such circumstances: (1) the Seller may require the Buyer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and (2) the Buyer grants the Seller, its agents and employees the right at any time to enter any premises where the Goods are or may be stored in order to recover them.

- 9.4 On termination of the Contract, howsoever caused, the Seller's (but not the Buyer's) rights contained in this clause 9 shall remain in effect.

## **10. INTELLECTUAL PROPERTY**

- 10.1 The Seller accepts no liability for any claims against Buyer for alleged or actual infringement of third party intellectual property rights arising from the use, possession, resale or offering for resale of the Goods.
- 10.2 Seller does not grant in these Terms any licence to the Buyer of its existing or future intellectual property rights (including patent rights, registered or unregistered designs, copyright, trade names, trade marks or other intellectual property rights).

## **11. TERMINATION**

- 11.1. Without limiting its other rights or remedies, the Seller may terminate this Contract with immediate effect by giving written notice to the Buyer if:
- (a) the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of the Buyer being notified in writing to do so;
  - (b) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
  - (c) the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 11.2. Without limiting its other rights or remedies, the Seller may suspend provision of the Goods under the Contract or any other contract between the Buyer and the Seller if the Buyer becomes subject to any of the events listed in clause 11.1 **Error! Reference source not found.** to 11.1(c), or the Seller reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.
- 11.3. Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written

notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.

- 11.4. In addition to the right to terminate in clause 11.1, in the event that the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), or having a receiver appointed to any of its assets or ceasing to carry on business, the Supplier may terminate the Contract if: (i) the Buyer or insolvency officeholder consents to termination; or (ii) the relevant court is satisfied that continuation of the Contract would cause the Supplier hardship and grants permission for termination.
- 11.5. On termination of the Contract for any reason the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt.
- 11.6. Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 11.7. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## **12. CANCELLATION**

- 12.1. When the Seller has accepted an Order, no cancellation in whole or in part can be made by the Buyer without the Seller's consent, which may be conditional on the Buyer agreeing to pay the Seller's costs of cancelling relevant orders it has placed with its suppliers and the costs of all expenses, charges and the loss of profit by the Seller.

## **13. CONFIDENTIALITY**

- 13.1. Each party undertakes that it shall not at any time, disclose to any person, firm or company whatsoever any confidential information concerning the business, affairs, customers, clients or suppliers of the other party (including without limitation the price paid for any Goods or any of the methods of use of the Goods or the details of any services or processes supplied by the Seller or any operating instructions or technical data relating thereto acquired from the Seller) except as permitted by clause 13.2.
- 13.2. Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisors who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives or advisors to whom it discloses the other party's confidential information comply with this clause 13.2; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection the Contract.

## **14. FORCE MAJEURE**

- 14.1. The Seller shall not be in breach of the Contract nor liable for delay in performance, or failure to perform, any of its obligations under the Contract arising out of any matter beyond the Seller's control, including but not limited to: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, war, riots or civil commotion, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) strikes, lockouts or other trade disputes (whether or not involving employees of the Seller); (e) fire, breakdown of

machinery, transport delays or interruptions, explosion or accident; (f) government restrictions or regulations, including without limitation imposing an export restriction, quota or prohibition; (g) delay in delivery by the Seller's suppliers or obtaining suitable materials, or non-performance by the Seller's suppliers or subcontractors; and (h) interruption or failure of utility service.

- 14.2. If the Seller is affected by one of the events listed in clause 14.1, it shall as soon as reasonably practicable notify the Buyer of the same.
- 14.3. Except where Goods are already in transport to the Buyer, if the Seller is affected by one of the events listed in clause 14.1 for a continuous period of 90 days, either the Seller or the Buyer may terminate the Contract by notice in writing provided always that the Buyer's obligation to pay in relation to any part of the Contract which has been performed shall not be discharged.

## **15. REACH**

- 15.1. The Seller does not make or give any representation or warranty that the Goods are or will be compliant with the requirements of REACH (the Registration Evaluation Authorisation and Restriction of Chemicals Compliance Regulation 1907/2006 (as amended) and all implied warranties as to compliance with REACH ("**REACH Compliance**") are hereby excluded to the fullest extent permitted by law. Save to the extent caused by any breach by the Seller of the warranty at clause 15.2, the Seller shall not be liable to the Buyer for any REACH Compliance failure by the Seller or any third party in respect of the Goods.
- 15.2. Without prejudice to the foregoing clause 15.1 the Seller warrants that it shall use its reasonable endeavours to obtain and maintain REACH Compliance in respect of the Goods or procure the same. The foregoing warranty shall not apply in respect of any substance where, pursuant to REACH, it is the Buyer's responsibility to obtain and/or procure REACH Compliance to the extent that any non-compliance is caused by any act or omission of the Buyer.
- 15.3. In the event that the Seller receives written notice from any competent authority, or in its reasonable opinion decides, that any of the Goods are not or will not become REACH compliant it shall inform the Buyer in writing within a reasonable time.
- 15.4. The Seller may at any time on or after informing the Buyer pursuant to clause 15.3 suspend any further deliveries of the relevant goods and/or terminate the Contract in respect of the relevant Goods.
- 15.5. The Buyer represents warrants and undertakes to the Seller that it shall promptly provide such information as may reasonably be required from time to time in order to obtain and maintain REACH Compliance in respect of the Goods and shall comply with its obligations under REACH.

## **16. DATA PROTECTION**

- 16.1 To the extent the Buyer receives or otherwise obtains or has access to personal data (as defined by applicable law) of DIC's employees, contractors, business partners, consumers or other individuals (hereafter referred to as "Personal Data"), pursuant to or in the performance of the Contract, the Buyer shall:
- (a) comply with obligations under data protection laws in respect of its processing of Personal Data;
  - (b) use the Personal Data solely for the performance of the Contract;
  - (c) process Personal Data only in accordance with Seller's written instructions;
  - (d) take appropriate technical and organisational measures to prevent unauthorised or unlawful processing or, accidental loss or destruction of or damage to the Personal Data;
  - (e) ensure that Personal Data is only accessible to personnel who require access to it for the performance of the Contract and are subject to a binding written

contractual obligation to keep the Personal Data confidential;

- (f) not transfer the whole or any part of the Personal Data outside the EEA without Seller's written consent;
- (g) comply with all applicable laws relating to rectification, erasure and/or restriction of processing of Personal Data;
- (h) promptly notify Seller of any data subject request, complaint, notice or other correspondence received in relation to Personal Data and deal with the same upon the Seller's instructions;
- (i) promptly notify Seller of a data breach without undue delay, however no later than 24 hours after discovery of the breach.

16.2 Buyer will not acquire ownership of or rights in the Personal Data and any retention right to the Personal Data is excluded.

16.3 Upon termination of the Contract, the Buyer shall erase all the Personal Data (including copies), in accordance with applicable laws.

## 17. GENERAL

17.1. **No partnership or agency:** Nothing in this Contract shall be deemed to constitute a partnership between the parties, nor constitute either party the agent of the other party for any purpose.

17.2. **Third Party Rights:** The Contract does not give rise to any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

17.3. **Assignment and Subcontracting:** The Buyer shall not be entitled to assign, transfer, subcontract or otherwise deal with its rights and obligations arising under or in connection with this Contract without the Seller's prior written consent. The Seller shall have the right to assign or transfer any or all of its rights and obligations under this Contract in whole or in part to any member of the DIC Group and/or any third party without the Buyer's consent.

17.4. **Notices:** Any notice required or permitted to be given by either party to the other under these Terms shall be in writing, in English and addressed to that other party at its address shown on the Order or in accordance with such other contract details as either party may provide to the other from time to time and delivered personally or sent by first-class recorded post, courier, or e-mail. A notice shall be deemed to have been delivered: if delivered personally, when left at the

address referred to above; if sent by first class recorded post, at 9:00 am on the second business day after posting; if delivered by courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, when the Party sending such communication receives confirmation of such delivery by electronic mail (if the sender has not received an email reply within a specified period of time, the sender can resend such notice by other means, and the delivery date would effectively be the date on which the initial email was sent).

17.5. **Cumulative Rights:** Except as expressly stated in this Contract the rights of each party under this Contract are cumulative and not exclusive of rights or remedies provided by law save to the extent that such rights are inconsistent with those rights as expressly set out in this Agreement.

17.6. **Whole Agreement:** This Contract (together with all other documents to be entered into pursuant to it) sets out the entire Contract and understanding between the parties, and supersedes all proposals and prior agreements, arrangements and understandings between the parties, relating to its subject matter.

17.7. **Severance:** If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

17.8. **Waiver:** 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.

17.9. **Governing Law and Jurisdiction:** This Contract and any non-contractual obligations arising out of or in relation to this Contract shall be governed by and will be interpreted in accordance with English law. All disputes arising out of or relating to this Contract or any non-contractual obligations arising out of or relating to this Contract shall be submitted to the exclusive jurisdiction of the English courts.

## DIC General Terms of Sale