

J. DICKINSON & SONS (HORWICH) LIMITED

PURCHASE TERMS & CONDITIONS

1 Introduction

1.1 These Purchase Terms and Conditions ("Terms") apply to any agreement made between us, J.DICKINSON & SONS) LIMITED, and you, the person named in any Order (defined below) for the purchase by us of goods and/or services (the "Agreement"). We agree to purchase on the terms and conditions set out below the goods and/or services which you will provide and/or perform (together the "Work") as detailed in any order which we may place with you from time to time for Work (an "Order"). No variation of or addition to these Terms will form part of the Agreement unless made or specifically accepted by us in writing. These Terms will override and take the place of any other terms and conditions contained in any document or other communication used by you. If an Order includes any special terms and conditions which conflict with any of the Terms set out below, the special terms and conditions will take precedence.

2 Payment

2.1 The price for the Work as set out in the Order is fixed and exclusive of VAT but inclusive of all other levies, duties, taxes, charges and expenses (including packaging, carriage and insurance, attendance at meetings and other disbursements). The price is inclusive of delivery to the location specified in the Order (the "Location") or which may be advised to you from time to time.

2.2 You will invoice us for the Work at any time after the later of the due date for completion of the supply of the Work and the actual date of such completion and payment shall be made within 30 days from the end of the month of receipt of invoice.

2.3 Without prejudice to any other right or remedy we may have, we reserve the right to set off any amount owing at any time by you to us, whether under the Agreement or any other agreement which may exist from time to time between us, against any amount payable by us to you under the Agreement.

3 Delivery

3.1 The Work shall be provided in the quantities, by the times and at the Location strictly in accordance with the Order or otherwise agreed with us and we shall not be obliged to accept any incomplete delivery or any Work in excess of the amounts ordered. If the Work requires the carrying out of tests or the instalment of goods, after receipt by us, delivery shall not be deemed to be complete until such tests have been passed or any goods installed to our unconditional satisfaction and you shall provide us upon request with copies of all test reports and all data discovered as a result of testing.

3.2 Time for provision of the Work shall be of the essence. You shall notify us if any delivery or performance is likely to be delayed beyond the specified date. Failure by you to notify any likely delay shall entitle us to terminate without liability for all or part of the Agreement and/or to compensation for any losses resulting from such failure and delay.

3.3 In addition to any other right we may have under the Agreement or any other contract between us, we shall be entitled to postpone the date of delivery for whatever period we think fit upon giving notice in writing to you provided that we pay you your reasonable additional charges as in the circumstances we shall in our reasonable discretion think fit.

3.4 You must ensure all goods delivered as part of the Work are suitably packaged and we shall not be obliged to return any packaging materials for any goods whether or not they are accepted by us. However, you shall remove all such packaging promptly following our request.

3.5 If the Work is delivered or performed in instalments, the Agreement shall be treated as a single contract and not severable.

3.6 You shall liaise with us (and any third parties designated by us) regularly and at our request in connection with the Work. You shall provide to us access to the Work at all key stages in its development or performance. You shall not depart from the Order for the Work unless you have obtained our written approval. You shall make all and any amendments to the Work required by us and

3.7 If an inspection at any time after delivery by us establishes that all or any part of the Work supplied does not comply with all the requirements of these terms and conditions we may (without limitation) reject the Work supplied, return it to you and require a replacement or rectification, or require re-performance of the Work and in each case recover our loss, costs and expenses from you.

3.7 If we install any Work supplied to us, you shall supply in advance of delivery a functional description of each part of the Work, together with sufficient drawings and instructions to allow us to install, operate and maintain the Work including details of any special environmental controls required to ensure that the Work meets any relevant specification.

3.8 You shall remit a certificate of conformance with any relevant specification confirming conformance with all appropriate regulatory approvals and health and safety requirements.

4 Variations

4.1 You shall accept any reasonable variation in scope, specification, quantity or delivery in relation to the Work requested by us. The price shall be adjusted and agreed in writing by us to reflect the variation having regard to the rates and prices used in the Agreement or, where these are not relevant, to what is fair and reasonable.

4.2 Neither party shall be bound by any variation to the Order unless and until it is confirmed by an official Order amendment issued by us.

5 Risk

5.1 The risk in any goods which form all or part of the Work shall pass to us when delivered in accordance with these Terms and the Order provided delivery is acknowledged by an authorised member of our staff.

6 Guarantee

6.1 Without limitation to any other right or remedy we may have, if within the period after delivery specified in the Order (the "Guarantee Period") we give notice in writing to you of any defect or failure in the Work then you shall with all possible speed replace or repair the Work so as to remedy the defects without cost to us. If no Guarantee Period is specified in any Order then the Guarantee Period shall be 12 months.

6.2 We shall use our reasonable endeavours, as soon as reasonable practicable after discovery of any such defect or failure, to return the defective Work or parts of it to you at your risk and expense unless it has been agreed between us that the necessary replacement or repair shall be carried out by you on our premises.

7 Intellectual property

7.1 You hereby assign absolutely by way of present and (to the extent permissible by law) future assignment with full title guarantee all intellectual property rights which are created by you or on your behalf as part of the Work. You may use those intellectual property rights only as properly and reasonably required in connection with the supply of the Work for us.

7.2 You grant us a non-exclusive, worldwide, perpetual, transferable, royalty-free licence (including the ability to grant sub-licences) in respect of all intellectual property rights in the Work and which do not belong to us under clause 7.1.

7.3 You shall obtain all releases, waivers and authorisations including of any applicable rights, throughout the world necessary for us to make full and free use of the Work.

7.4 You shall and shall procure that your agents, employees and sub-contractors shall execute any documents or do anything else reasonably required by us to vest in and transfer to us (and maintain, defend, enforce) those intellectual property rights referred to in clause 7.1, to secure the licences referred to in clause 7.2 and to confirm those releases, waivers and authorisations referred to in clause 7.3.

7.5 You shall not use or permit the use of any of the intellectual property belonging to us (or our licensors), including without limitation our name or logos.

7.6 You will indemnify and hold us harmless against any costs, expenses, losses or damages (including costs) that may be incurred, awarded or agreed to be paid in respect of any claim or action that any Work supplied by you infringe any intellectual property right of a third party.

8 Hazardous Goods

8.1 If any Work to be supplied under any Order contains any hazardous substances or requires any special precautions to be taken to ensure safety in handling, transport, storage or use, you shall prior to delivery furnish us with written details of the nature of those substances and the precautions to be taken and shall ensure that before despatch appropriate instructions and warnings are clearly and prominently marked or securely attached to any containers into which they are packed.

8.2 In particular (but without limitation) you shall provide to us in writing all such data, instructions and warnings as are required to comply with applicable legislation relating to health and safety and shall indemnify us against any and all liabilities, claims and expenses which may arise as a result of your failure to do so.

9 Warranties

9.1 You warrant that all of the Work supplied by you:

- (a) will be of satisfactory quality, in full accordance with any specification in the Order or which we may provide you with from time to time and will be fit for any purpose stated by us prior to or in the Order, held out by you or for which the Work would ordinarily be used for;
- (b) will be free from all defects in design, material and workmanship;
- (c) will correspond with any samples provided;
- (d) will not infringe any intellectual property rights or other rights of any third party anywhere in the world;
- (e) any services supplied by you as part of the Work will be performed by appropriately qualified and trained personnel with all due skill, care and diligence and to such high standards of quality stated in the Order or (if none are so stated) as it is reasonable for us to expect from an expert provider of such Work.

9.2 In performing your obligations under the Agreement you shall (and shall procure that your agents, employees and authorised sub-contractors shall) comply with, and you shall ensure that the Work complies with, all applicable laws, standards, codes of practice (whether voluntary or mandatory), statutory requirements or other regulations and with such of our standard procedures as we may issue to you from time to time.

10 Personnel

10.1 You shall be responsible for any income tax, national insurance contributions or other statutory payments in relation to any and all individuals employed or engaged in the provision of the Work from time to time (the "Employees") and will ensure that they are deducted and/or paid to the relevant authorities. You shall indemnify us against all demands, claims, actions, proceedings, damages, payments, losses, costs, expenses or other liabilities (together "Losses") arising out of any claim or assertion that any Employee is or was an employee, servant or worker of us by reason of being engaged in the Work or arising out of any act or omission of you or any of your sub-contractors, employees or agents in relation to any Employee.

10.2 At any time during the continuance of the Agreement we may require you to provide to us (or any other person nominated by us) within 14 days such information as we or our nominee may reasonably require in connection with the employment or engagement of the Employees. This paragraph 10.2 is without prejudice to clause 10.4 below.

10.3 You will procure that there will be no transfer of employment of any of the Employees to us or any person who provides services to us (a "Future Service Provider") following the termination of the Agreement or the termination of the provision of any of the Work by you (directly or indirectly) and on or prior to any such termination you shall ensure that all Employees are redeployed elsewhere in your or your sub-contractors' business or dismissed at your expense.

10.4 You shall indemnify us (for our benefit and that of any Future Service Provider) and hold us harmless against all Losses incurred by us and/or any Future Service Provider by virtue of the operation or alleged operation of the Transfer of Undertakings (Protection of Employment) Regulations 2005 in connection with the termination of the Agreement or the provision of any of the Work (including any dismissal or alleged dismissal of any Employee by us or a Future Service Provider).

11 Indemnity

11.1 You shall indemnify us for:

- (a) all loss, liability, damage, cost, claims or expense suffered by us because of any breach of the Order by you, these items and conditions or any representation, warranty or condition (express or implied) given by you;
- (b) any act or omission of you (including your employees, agents and sub-contractors) in supplying the Work; and
- (c) any liability to any third party arising in connection with the Work which we may incur whether by court proceedings or by a bona fide out-of-court settlement.

11.2 You shall not be liable to us for any damage or injury to the extent that the same is caused by or arises out of our acts or omissions.

12 Insurance

12.1 You shall maintain with an insurance company of good repute insurance (including product liability and/or professional indemnity insurance where appropriate) providing cover consistent at least with the best industry practice of suppliers of work of the type to be supplied by you to us and in an amount which is sufficient to cover your liabilities under the Agreement and in any event of not less than £1,000,000 for any claim or series of related claims.

13 Termination

- (a) We may terminate all or any part of the Order without any liability immediately by notice to you in the following circumstances:
- (b) if you breach any term of the Order or these terms and conditions which is not remediable or where in our reasonable opinion the breach can be remedied fail to remedy the breach by the earlier of 7 days of us notifying you of the breach or the due date for performance or delivery of the Work; or
- (c) if you cease to or threaten to cease to carry on business, your financial position is such that either you, your directors, members or creditors as appropriate take or are entitled to take steps to institute formal insolvency proceedings with respect to you of a type provided for by the Insolvency Act 1986 (or any similar or analogous legislation, whether under English law or otherwise), including without limitation administration, liquidation, administrative receivership, receivership, voluntary arrangement, scheme of arrangement or bankruptcy, or if you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986;
- (d) any breach of the provisions of clauses 14, 15, 16, or 18.

13.2 We may terminate all or part of any Order on not less than three months' notice in writing at any time in which event you shall comply with our reasonable instructions with regard to termination and we shall only be liable to pay you a fair proportion of the price representative of the Work carried out

or delivered at the date of termination. On receipt of notice to terminate you shall not amend the timeline or schedule for the Work so as to increase the proportion of Work to be finalised prior to termination.

13.3 Any provision of the Agreement which is explicitly or by implication (including clauses 7, 9, 10, 11 and 14), intended to survive termination of the Agreement shall not be affected by the termination or completion of all or any Order.

13.4 If the Agreement is terminated for any reason all rights granted to you under the Agreement will immediately terminate. Our rights to use the Work supplied under the Agreement shall survive termination.

14 Confidentiality

14.1 You shall keep confidential and not use except for any of our Orders all confidential information obtained by you in connection with the Agreement. You shall only provide our confidential information to such of your employees, agents and authorised sub-contractors as required to carry out the Work and you shall inform them of the requirement of confidentiality under the Agreement. You shall indemnify us against any unauthorised use or disclosure by you or any of your employees, agents and sub-contractors of such confidential information.

14.2 Confidential information includes, but is not limited to, information about us, any subsidiary undertakings of ours or any client of us or our subsidiary undertakings or regarding the business, finances or affairs of all or any of them. These confidentiality obligations shall not apply to information in the public domain at the time of its disclosure or otherwise than as a result of breach of this term.

14.3 We do not grant permission to you to use materials and/or confidential information supplied by us for any purpose other than the supply of the Work under the Order. You shall not without our prior written consent make any public announcement regarding your work or relationship with us or exhibit, display or make available to third parties any of the Work.

14.4 Without prejudice to the preceding provisions of this Clause 14 you shall not (and shall ensure that your employees, agents and sub-contractors shall not) make any statements or responses to public, media or official enquires about the terms of the Agreement or the Work without prior consultation with us.

14.5 At our request you shall promptly make available for collection by us all materials in your possession or control which are our property or which are required for the supply of the Work and shall promptly make available for collection by us or, at our election, destroy all material embodying any of our confidential information and where such information is stored in electronic or magnetic form you shall erase the same promptly following handover to us or receipt of our request to destroy such information.

14.6 As we are a provider of legal services regulated by the Solicitors Regulation Authority ("SRA") we are obliged to place certain obligations on you relating to access to records and information. Accordingly, you must, if requested:

- (a) provide the SRA, or its authorised agent, with all information requested by it in relation to the provision of the Work; and
- (b) permit the SRA, or its authorised agent, to inspect all your records (including electronic records) related to the provision of the Work and permit access to your premises for the purposes of such inspection.

15 Corruption

15.1 You shall:

- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
- (b) have and shall maintain in place throughout the term of the Agreement your own policies and

procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;

(c) promptly report to us any request or demand for any undue financial or other advantage of any kind you receive in connection with the performance of the Agreement;

(d) immediately notify us (in writing) if any of your officers or employees becomes a foreign public official and you warrant that you have no foreign public officials as direct or indirect owners, officers or employees at the date of the Agreement;

(e) on our request, certify in writing signed by an officer, compliance with this clause 15 by you and all persons associated with you under clause

15.2. You shall provide such supporting evidence of compliance as we may reasonably request.

15.2 You shall ensure that any person who is performing any services or providing goods in connection with the Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on you in this clause 15 ("Relevant Terms"). You shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to us for any breach by such persons of any of the Relevant Terms.

15.3 For the purpose of this clause 15, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 15 a person associated with you includes but is not limited to any sub-contractor.

16 Modern slavery

16.1 You shall ensure that you comply with any anti-slavery policy adopted by us from time to time.

16.2 You shall implement due diligence procedures for your own suppliers, sub-contractors and other participants in your supply chains to ensure that there is no slavery or human trafficking in your supply chains. You shall notify us as soon as you become aware of:

- (a) any breach, or potential breach, of any anti-slavery policy adopted by us from time to time; and
- (b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Agreement.

17 Tax evasion

17.1 You shall ensure that you comply with any policy adopted by us from time to time regarding the prevention of the facilitation of tax evasion.

17.2 You shall implement due diligence procedures for your own suppliers, sub-contractors and other participants in your supply chains to ensure that they do not facilitate tax evasion, whether in the United Kingdom or elsewhere. You shall notify us as soon as you become aware of:

- (a) Any breach, or potential breach, of any policy adopted by us from time to time regarding the prevention of the facilitation of tax evasion; and
- (b) Any actual or suspected facilitation of tax evasion in a supply chain which has a connection with the Agreement.

18 Data protection

18.1 In this Clause 18, the terms "processed", "data controller" and "data processor" shall have the meanings given to them under the Data Protection Legislation.

18.2 The Customer and the Supplier acknowledge that for the purposes of Data Protection Legislation, the Customer is the data controller and the Supplier is the data processor of any Customer Data.

18.3 Each party to this Agreement shall, and the Supplier shall procure that any sub-contractors shall, comply with all Data Protection Legislation in relation to any Customer Data processed and neither party shall, and the Supplier shall procure that no sub-contractors shall, by act or omission, put the other party in breach of the Data Protection Legislation.

18.4 The Supplier shall, and shall procure that each of its sub-contractors shall, process Customer Data only:

- (a) in such a manner as is necessary for the Specified Purpose;
- (b) in accordance with documented instructions received from the Customer; and
- (c) for the term of this Agreement.

18.5 Without limiting Clause 18.3, the Supplier undertakes that:

- (a) it shall not allow any sub-contractors to have access to, receive or process Customer Data without obtaining prior written consent from the Customer (such consent to be at the sole discretion of the Customer);
- (b) where the Customer gives consent pursuant to Clause 18.5(a), the Supplier shall ensure that each sub-contractor enters into a written agreement undertaking to the Supplier (and where requested by the Customer, to the Customer) in equivalent terms to the undertakings contemplated to be given by the Supplier to the Customer and described in this Clause 18.5(b);
- (c) neither the Supplier nor any of its sub-contractors shall process, or direct the processing of any Customer Data other than in the European Economic Area unless and until:
 - (i) the Supplier and each sub-contractor proposing to process Customer Data have entered into Model Clauses with the Customer; or
 - (ii) in accordance with the prior written consent of the Customer (such consent to be at the sole discretion of the Customer);
- (d) the Supplier and each of its sub-contractors have in place now and shall on a continuing basis take all reasonable technical and organisational measures to keep all Customer Data confidential and secure and to protect Customer Data against accidental loss or unlawful destruction, alteration, disclosure or access;
- (e) the Supplier and each of its sub-contractors shall provide such information and assistance and, on reasonable prior notice, allow for and contribute to audits (including inspections) conducted by the Customer or an auditor mandated by the Customer as is reasonably necessary to enable the Customer to satisfy itself of the Supplier's compliance with this Agreement and the Data Protection Legislation; and
- (f) on termination of this Agreement, and at any time on the request of the Customer, either return Customer Data in the format requested by the Customer (and destroy all remaining copies), or destroy all of Customer Data (including all copies of it), in either case immediately and confirm in writing that it has complied with this obligation.

18.6 The Supplier shall not, and shall procure that each of its sub-contractors shall not, without the prior written consent of the Customer:

- (a) use or permit any third party to use any Customer Data otherwise than for the sole benefit of the Customer and in accordance with the terms of this Agreement;
- (b) disclose any Customer Data except on a need to know basis to those Supplier Personnel directly concerned with the provision of the Services; or
- (c) disclose any Customer Data to any persons to whom the Supplier is able to disclose such Customer Data in accordance with the terms of this Agreement unless such persons are made aware, prior to disclosure, of the confidential nature thereof and that they owe a duty of confidence to the Customer in respect of such information, and to use all reasonable endeavours to ensure that such persons comply with such duty.

18.7 The Supplier shall take all reasonable steps to ensure the reliability of any Supplier Personnel who have access to Customer Data and shall ensure that all such personnel:

- (a) are informed of the confidential nature of Customer Data;
- (b) have undertaken training in the laws relating to handling personal data; and

(c) are aware both of the Supplier's duties and their personal duties and obligations under Data Protection Legislation and this Agreement.

18.8 The Supplier shall notify the Customer promptly (and in any event within five (5) Business Days) if it receives:

- (a) a request from a data subject (as that term is understood by reference to the Data Protection Legislation) to have access to that person's personal data; or
 - (b) a complaint or request relating to the Customer's obligations and/or the rights of a data subject under Data Protection Legislation; or
 - (c) any other communication relating directly or indirectly to the processing of any personal data in connection with this Agreement; and
- in each case, the Supplier shall promptly provide such information and assistance as is reasonably required by Customer to respond to and resolve the request, complaint or other communication within any time frames imposed by applicable Data Protection Legislation.

18.9 The Supplier shall notify the Customer promptly (and in any event within five (5) Business Days) of any unauthorised use or disclosure of Customer Data of which the Supplier or any of its sub-contractors becomes aware and shall promptly provide such information and assistance as is reasonably required by the Customer to respond to and terminate such unauthorised use and/or disclosure.

18.10 The Supplier shall notify the Customer immediately upon becoming aware that it is or is likely to become unable to comply with its obligations regarding the processing of Customer Data under this Agreement or the Data Protection Legislation. Following notification, the Customer shall be entitled, in its absolute discretion, to terminate this Agreement on written notice. The Customer may, in addition to or instead of terminating this Agreement, require the Supplier to undertake one or more of the following:

- (a) immediately take such remedial action as is required to ensure compliance with the Agreement and/or the Data Protection Legislation and prevent or remedy any breach;
- (b) provide such information as is reasonably required by the Customer in respect of the incident leading to such notification; and/or
- (c) cease to process Customer Data, return all materials containing Customer Data and delete all copies.

18.11 In addition to its obligations under Clauses 18.8, 18.9 and 18.10, the Supplier shall:

- (a) notify the Customer immediately upon becoming aware of a personal data breach (as that term is understood by reference to the GDPR); and
- (b) following notification, provide such information and assistance as is reasonably required by the Customer in order for the Customer to notify the personal data breach to the Information Commissioner and/or the data subjects, in accordance with the Data Protection Legislation.

18.12 If any Customer Data is lost or corrupted as a result of any act or omission of the Supplier or any of its sub-contractors, the Supplier shall restore Customer Data at its own expense.

19 Information security

19.1 The Supplier shall have in place adequate systems to ensure the confidentiality, integrity and availability of Customer Data at all times. The Supplier shall have such internal policies and procedures in place to assure the Customer of the confidentiality, integrity and availability of Customer Data and shall provide the Customer with details of its policies, procedures and systems on request.

19.2 If any Customer Data is subject to an information security event or incident which impacts on the confidentiality, integrity or availability of Customer Data, such as a hacking event, virus, loss of documents or data etc (an 'Incident') the Supplier shall notify the Customer promptly on becoming aware of such an Incident taking place (in any event, within two (2) Business Days).

19.3 In the event of an Incident occurring, the Supplier shall immediately take such remedial action as is required to remedy any Incident and prevent any further Incidents from occurring. The Supplier shall inform the Customer of any remedial action taken and the dates of completion of such remedial action.

19.4 The Supplier shall provide to the Customer any information related to the Incident as the Customer shall reasonably require.

20 General

20.1 We engage you as an independent contractor. Nothing in the Agreement shall create a partnership or the relationship of principal and agent or employer and employee.

20.2 If any provision of the Agreement is found by any court or administrative body or competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of the Agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.

20.3 A waiver of our rights shall not operate as a waiver of any subsequent breach. No right, power or remedy conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and the rights, power or remedy available to that party and the rights, powers and remedies shall be cumulative.

20.4 You shall not transfer the Agreement or any of your rights, liabilities or obligations nor shall you sub-contract any of your obligations under it, whether in whole or in part, without first obtaining our prior written consent. Such consent, if granted shall not release you from any of your obligations and liabilities which may exist under the Agreement from time to time.

20.5 All notices which are required to be given under the Agreement shall be in writing and shall be sent to the address of the recipient set out in the Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this clause.

20.6 Notices should be delivered personally or by first class pre-paid letter or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by facsimile transmission when despatched.

20.7 Headings to clauses are for ease of reference only and shall not affect the interpretation or construction of the Agreement.

20.8 For the purposes of Section 1(2) of the Contracts (Rights of third Parties) Act 1999 the parties state that they do not intend any term of the Agreement to be enforced by third parties.

20.9 Any forecasts of requirements which may be given by us to you will be given in good faith, but are for information purposes only. In no circumstances should a forecast be considered an Order and any advance manufacture or procurement shall be at your sole risk.

20.10 The Agreement shall be governed by and construed in accordance with the laws of England and the parties agree to the exclusive jurisdiction of the English Courts.