

# COOLKEERAGH ESB

## Terms and Conditions

### 1. DEFINITIONS

1.1 In these Conditions:

“**Conditions**” means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Purchaser and the Supplier.

“**Contract**” means the contract for the Sale and Purchase of Materials or Services.

“**Delivery Address**” means the address stated as such on the Order.

“**Delivery Date**” means the date or dates stated on the Order as the date or dates upon which Materials are to be delivered or the Services are to be completed. “**Materials**” mean the materials (including any instalment of the Materials) or any part of it, described on the Order.

“**Order**” means the Purchaser’s purchase order to which these Conditions are annexed.

“**Price**” means the price of Materials or Services as set out in Condition 4.

“**Purchaser**” means Coolkeeragh ESB Limited whose registered office is at 2 Electra Road, Maydown, Londonderry, BT 476UL.

“**Services**” means the services described on the Order and in the Specifications.

“**Specifications**” means the plans, drawings, specifications, data or other information relating to the Materials or Services specified in the Order or as agreed by the parties in writing.

“**Supplier**” means the person, firm or company to whom the Order is addressed.

“**Subsidiary**” has the same meaning as is attributed to such expression by Section 736 of the Companies Act 1985.

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

1.3 The headings in these conditions are for convenience only and shall not affect their interpretation.

### 2. BASIS OF PURCHASE

2.1 The Order constitutes an offer by the Purchaser to purchase the Materials or Services subject to these Conditions.

2.2 Subject to the terms of any Supply Agreement between the Supplier and the Purchaser in force at the date hereof (which terms shall prevail over these Conditions) these Conditions shall apply to the Contract to the exclusion of any other terms and conditions, expressed in any documentation of the Supplier or implied by trade, custom, practice or course of dealing.

2.3 Acceptance by the Supplier of any Order shall result in a Contract for the sale of the Materials or provision of the Services which are the subject of such Order.

2.4 Subject to variation or cancellation pursuant to Conditions 6.6 and 6.10, no variation to the Contract shall be binding unless agreed in writing between the authorised representatives of both parties.

### 3. SPECIFICATIONS

3.1 The quantity, quality and description of the Materials shall, subject as provided in these Conditions be as specified in the Specifications.

3.2 Any Specifications supplied by the Purchaser to the Supplier, or specifically produced by the Supplier for the Purchaser, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specifications, shall as between the Supplier and the Purchaser be the exclusive property of the Purchaser. The Supplier shall not disclose to any third party or use any such Specifications except to the extent that it is or becomes public knowledge through no fault of the Supplier, or as required for the purpose of the Contract. The Supplier shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of Materials and the provision of the Services.

### 4. PRICE

4.1 The Price of Materials or the Services shall be as stated on the Order and subject to no variation except with the prior written consent of the Purchaser.

4.2 Unless otherwise stated, the Price shall be:-

4.2.1 exclusive of any applicable value added tax (which shall be payable by the Purchaser subject to receipt of a VAT invoice);

4.2.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of Materials to the Delivery Address and any duties, or levies other than value added tax; and

4.2.3 payable in the currency stated on the Order.

### 5. TERMS OF PAYMENT

5.1 Subject as hereinafter provided, the Supplier shall be entitled to invoice the Purchaser on or at any time after delivery of the Materials or completion of the Services. All invoices must be sent to the address specified on the Order

5.2 A separate invoice must be rendered for each individual delivery of Materials provided that in the event that the Supplier makes a part delivery of Materials less than that requested by the Purchaser as a delivery in full or by instalment, the Supplier shall not be entitled to invoice the Purchaser for such part delivery if:-

5.2.1 the total Price of the Order is less than €500; or

5.2.2 the Price of such part delivery (when aggregated with any other part delivery for which the Price remains unpaid) is less than 50% of the total Price of the Order.

Each invoice shall quote the number of the Order, the relevant Purchaser’s Product Codes (as stated on the Order) together with the applicable Price for each code, the Delivery Date and the Delivery Address. Value Added Tax and the cost of shipping (where not included in the Price) shall be itemised separately on each invoice. Where appropriate, invoices must show both the Supplier’s VAT registration number and the Purchaser’s VAT registration number 100191283.

5.4 Unless otherwise stated in the Order, the Purchaser shall pay the Price on a net monthly account basis i.e., payment is made on the last business day of the month following the month of the invoice date, by direct transfer from Purchaser’s bank account to Supplier’s bank account as advised to the Purchaser provided all monies specified on the Supplier’s invoices are properly due in accordance with the Contract and the invoices are correctly addressed and quote the relevant Order Number.

5.5 The Purchaser shall be entitled to set off against the Price any sums owed to the Purchaser by the Supplier and to withhold payment from the Supplier in the event of any dispute in respect of an Order or any other contract between the Supplier and the Purchaser.

5.6 Where no Price is stipulated on the Order, the Order must not be filed at higher prices than those last charged or quoted by the Supplier to the Purchaser without the prior consent of the Purchaser in writing.

### 6. DELIVERY AND ACCEPTANCE

6.1 The date of delivery stated in the Order is binding upon the Supplier, unless otherwise agreed in writing by the Purchaser.

6.2 The Materials shall be delivered to the Delivery Address and the Services shall be completed by the Supplier on or by the relevant Delivery Date during the Purchaser’s usual business hours.

6.3 No consignment of Materials shall be deemed to have been delivered unless a delivery note has been signed by a duly authorised representative of the Purchaser. No Services shall be deemed to have been completed unless accepted in writing by a duly authorised representative of the Purchaser.

6.4 Time of delivery is of the essence of the Contract.

6.5 The Supplier shall supply the Purchaser in good time with any instructions or other information required to enable the Purchaser to accept delivery of the Materials.

6.6 If a Delivery Date cannot be met by the Supplier, the Supplier shall promptly notify the Purchaser of the earliest possible date for delivery or completion. Notwithstanding such notice, and unless a substitute Delivery Date has been expressly agreed by the Purchaser in writing, the Supplier’s failure to effect delivery on the Delivery Date shall entitle the Purchaser, without prejudice to any other remedy it may have, to:-

6.6.1 deduct from the Price or (if the Purchaser has paid the Price) to claim from the Supplier by way of liquidated damages for delay 2 per cent of the Price for every week’s or part week’s delay, up to a maximum of 15 per cent of the Price; and/or

6.6.2 cancel the Contract, whereupon the Supplier shall refund any part of the Price which has been paid in and the Purchaser shall, at the Supplier’s risk and expense, return any Materials already supplied under the Contract; and/or

6.6.3 (where delivery is by instalments) cancel that instalment and (at the Purchaser’s option) purchase substitute Materials or Services elsewhere; and in each case in Conditions 6.6.1 to 6.6.3 inclusive, recover from the Supplier any direct, indirect, and consequential losses, costs, expenses and liabilities whatsoever incurred by the Purchaser (including, in the case of conditions 6.6.2 and 6.6.3, without limitation, the costs of any replacement Materials or Services).

6.7 Partial delivery of an Order shall not be made without the prior written consent of the Purchaser. In case of partial delivery, all packages, advice notes, packing notes and invoices must be clearly marked “Partial Delivery”.

6.8 The Purchaser accepts no liability with regard to the satisfactory return to the Supplier of any consignment or part of a consignment delivered in error under any Order.

6.9 Notwithstanding delivery, the Purchaser shall not be deemed to have accepted any Materials until they have:-

6.9.1 been inspected and checked against the relevant packing note; and  
6.9.2 passed any acceptance tests which the Purchaser deems necessary, such tests to be carried out by the Purchaser within thirty days from the date of delivery.

6.10 Without prejudice to any other remedy that the Purchaser may have, if any Materials or Services are not supplied in accordance with the Order, then the Purchaser shall be entitled on giving notice to the Supplier within thirty days from the Date of Delivery, and without liability to the Supplier, to:-

6.10.1 require the Supplier, at the Supplier’s expense, to comply with the Order in all respects within fourteen days or such other period as is specified by the Purchaser; and/or

6.10.2 vary the Contract, in which case the Supplier shall comply with the Order as so varied; or

6.10.3 treat the Contract as discharged (in full or in part) by the Supplier’s breach and require repayment of any part of the Price which has been paid and the Purchaser shall, at the Supplier’s risk and expense, return any Materials already supplied under the Contract. In each case in Conditions 6.10.1 to 6.10.3 inclusive the Purchaser shall recover from the Supplier any direct, indirect and consequential losses, costs, expenses and liabilities whatsoever incurred by the Purchaser, including without limitation, the costs of any replacement Materials or Services.

### 7. PACKING, MARKING AND DOCUMENTATION OF MATERIALS

7.1 The Materials shall be marked in accordance with the Purchaser’s instructions (if any) and any applicable regulations or requirements of the carrier or any legal authority having jurisdiction, and properly packed and secured so as to reach the Delivery Address in an undamaged condition.

7.2 A packing note must accompany each delivery or consignment of the Materials and must be displayed prominently.

7.3 The Supplier shall be responsible for obtaining any import licences, permits or other consents necessary for the importation and delivery of the Materials.

7.4 The Supplier shall supply without charge such reasonable quantity of operation and maintenance manuals in English relating to the Materials which the Purchaser may require and which are necessary for the proper installation, operation and maintenance of the Materials.

7.5 The Supplier agrees on request to supply the Purchaser with any necessary declarations, certificates and other documents stating the origin of the Materials and whether, and if so how, they qualify for EU or EFTA preferences.

7.6 If unsuitable or prohibited packing is used the Materials will be returned to the Materials for repacking, all costs for the account of Supplier.

7.7 The Supplier shall use packing of sufficient strength and durability to protect the Materials against all transport risks.

7.8 Use of Shipping containers; Materials must be packed so that they can be unloaded by Fork Lift Truck working from ground level; Cable Drums must be stacked upright;

Steelwork must be in open sided containers; Multiplicity of small items must be on all pallets; Containers must not be too tightly packed.

7.9 The Purchaser will not undertake to return any packages, cases, or other packing materials, and no payment will be made by the Purchaser in respect thereof. Exceptions to this clause must be clearly stated in writing and agreed in writing by the Purchaser.

7.10 All packages, cases, pallets and other containers must be clearly and individually marked with the Purchaser’s name, Order Number and Product Codes. Packing notes must be always included in each box, case, etc., stating the Order Number, quantities and description of items contained in each box, the Purchaser’s Product Codes (as stated on the Order), the Delivery Date, and the Delivery Address.

7.11 In accordance with the European Communities (Classification Packaging and Labelling) Regulations, the Supplier shall provide the Purchaser with the relevant Safety Data Sheet(s) for any hazardous substances(s) supplied.

### 8. SHIPPING DOCUMENTS

8.1 Copies of the commercial invoice and packing lists must always accompany the Materials for shipment.

8.2 Copies of the commercial invoice and packing lists must also be forwarded to the Purchaser’s Purchasing Manager before or at the time of shipment.

8.3 Bills of Lading must be forwarded directly to the Purchasing Manager and one must be forwarded by ship’s bag. Bills of Lading must never be sent through a bank.

8.4 Where applicable, the correct customs documentation must be provided by the supplier e.g., documents, AAD’s, EUR forms, Certificates of Origins, etc.

### 9. RISK AND TITLE

9.1 Risk of damage to or loss of the Materials and title in the Materials shall pass to the Purchaser upon delivery to the Purchaser in accordance with the Contract, unless payment is made prior to delivery, in which event, title shall pass to the Purchaser once payment has been made but risk shall remain with the Supplier as aforesaid, until delivery in accordance with the Contract.

9.2 Where title in the Materials has passed to the Purchaser prior to delivery pursuant to Condition 9.1 the Supplier shall keep such Materials separate from other Materials and shall clearly mark the Materials as the property of the Purchaser.

9.3 In the case of Services the risk remains with the Supplier until completion in accordance with the Order.

### 10. WARRANTIES

10.1 The Supplier warrants to the Purchaser and it is a condition of the Contract that the Materials or Services:-

10.1.1 will be of merchantable quality and fit for any purpose held out by the Supplier or made known to the Supplier in writing at the time the Order is placed and for use by the Purchaser in the ordinary course of its business;

10.1.2 will be free from defects;

10.1.3 will correspond in all respects with the Specifications and the Order; and

10.1.4 will comply with all statutory requirements and regulations relating to the manufacture, packaging, packing, distribution, sale and purchase of the Materials or provision of the Services.

10.2 In the event that any Materials or Services do not comply with any of the warranties in Condition 10, and without prejudice to any other remedy that the Purchaser may have, the Purchaser shall be entitled at any time during the period of two years following the date of delivery and at its sole discretion to require the Supplier, at the Supplier’s expense, within fourteen days or such other period as is specified by the Purchaser to repair or replace any such Materials or to re-perform any such Services and to reimburse to the Purchaser all costs incurred.

10.3 If the Supplier fails to repair or replace any Materials or to re-perform any Services within fourteen days (or such other period as is specified by the Purchaser) in accordance with Condition 10.2 the Purchaser shall have the right to purchase replacement Materials or Services from another source and any money paid by the Purchaser to the Supplier with any additional expenditure over and above the Price reasonably incurred by the Purchaser in obtaining replacement Materials or Services shall be paid by the Supplier to the Purchaser.

10.4 The warranties and remedies provided for in this Condition 10 and Conditions 6.6, 6.10 and 11 shall be in addition to those implied by or available at law or in equity and shall continue in force notwithstanding acceptance by the Purchaser of all or part of the Materials or the Services in respect of which such warranties and remedies are available.

### 11. INDEMNITIES

11.1 The Supplier shall indemnify and keep indemnified the Purchaser, its agents, employees, officers, Subsidiaries, associated companies and assigns, in full against any liability whatsoever, including, without limitation, losses, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Purchaser (whether to its own customers or otherwise) indirectly or directly arising from, or consequential upon or in connection with:-

11.1.1 breach of any warranty given by the Supplier in relation to the Materials or Services;

11.1.2 any claim that the Materials or Services infringe, or importation, use or resale of the Materials or Services, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specifications supplied by the Purchaser;

11.1.3 any act or omission of the Supplier or its employees, agents or sub-contractors in performing its obligations under the Contract;

11.1.4 any liability under the Consumer Protection Act 1987, the General Product Safety Regulations 1994 or any other applicable statute or regulations, in respect of the Materials;

11.1.5 any liability or penalty imposed under the Health and Safety at Work Act 1974, any regulations made thereunder or any other applicable statute or regulations.

11.2 The Supplier shall, at the request of the Purchaser, assign the benefit of all warranties, indemnities and other covenants received by the

Supplier from any third party in connection with the Materials or Services.

## 12. INSURANCE

The Supplier shall at all times insure and keep itself insured with a reputable insurance company against all insurable liability under the Contract, and without prejudice to the generality of he foregoing, against all the Supplier's liabilities under Condition 11. The Supplier shall provide evidence to the Purchaser on request that all necessary insurance cover is in place. The Supplier shall provide all facilities, assistance and advice required by the Purchaser or the Purchaser's insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance of the Contract.

## 13. TERMINATION

13.1 Without prejudice to any other rights or remedies to which it may be entitled, the Purchaser shall be entitled to terminate the Contract forthwith without liability to the Supplier by giving notice to the Supplier at any time if:-

13.1.1 the Supplier commits a material breach of any of the terms or conditions of the Contract and if such breach is capable of being remedied fails to remedy the breach within fourteen (14) days of notice given by the Purchaser requiring the Supplier to do so; or

13.1.2 there is a change in control of the Supplier; or

13.1.3 any representation given by the Supplier shall in the opinion of the Purchaser prove to be untrue or incorrect in any respect as of the date when made; or

13.1.4 a petition for the convening of a meeting for the purpose of considering a resolution for winding up or the making of a winding up order with respect to the Supplier is presented; or

13.1.5 a receiver, administrative recover or administrator is appointed over all or any of the assets or undertakings or the Supplier; or

13.1.6 the Supplier enters into a scheme of arrangement or voluntary arrangement with its creditors; or

13.1.7 any creditor of the Supplier secured or otherwise, takes any property, assets or undertaking of the Supplier; or

13.1.8 a proposal is made for a voluntary arrangement within the meaning of Part 1 of the Insolvency Act 1986 or (in the case of a person incorporated in Northern Ireland) the Insolvency (Northern Ireland) Order 1989 by or on behalf of the Supplier; or

13.1.9 the Supplier is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or (in case of a person incorporated in Northern Ireland) Article 103 of the Insolvency (Northern Ireland) Order 1989; or

13.1.10 any event in relation to the Supplier analogous to any of the events described in Conditions 13.1.4 to 13.1.9 inclusive under the laws of any applicable jurisdiction occurs.

13.2 Termination of the Contract for whatever reason shall not relieve or discharge either party from any obligations which have accrued prior to such termination.

## 14. ASSIGNMENT

14.1 The Contract is personal to the Supplier and the Supplier shall not assign or transfer or purport to assign or transfer to any other person any of its rights or obligations under the Contract.

14.2 The Purchaser is entitled to assign and transfer all or part of its rights and obligations under the Contract without the consent of the Supplier.

## 15. NOTICES

15.1 Any notice or other communication whether required or permitted to be given by one party hereto to the other shall be in writing and shall be deemed to have been duly given if signed by or on behalf of a duly authorised officer of the party giving the notice and:-

15.1.1 if delivered, at the time of delivery to the addressee or its duly authorised agent;

15.1.2 if sent by pre-paid post, four days after posting if addressed to the party to whom such notice is to be given at the address set forth for such party in the Order (or such other address as is from time to time notified to the other party hereto);

15.1.3 if transmitted by facsimile, on receipt of an error free transmission report to such facsimile number or numbers from time to time notified by each party to the other party.

## 16. WAIVER

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

## 17. VALIDITY

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

## 18. RELATIONSHIP

Nothing in these Conditions shall constitute or shall be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute the Supplier as agent of the Purchaser or entitled to contract in the name of or create a liability against the Purchaser in any way or for any purpose.

## 19. FORCE MAJEURE

19.1 Neither the Purchaser nor the Supplier shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations under the Contract if and to the extent that the delay or failure was due to circumstances beyond that party's reasonable control including but not by way of limitation act of any government or legal authority, war or threat of war, insurrection, national emergency, riots, acts of public enemies, fire, floods or other catastrophe, strikes, lock-outs or any industrial disputes of the Purchaser or any similar cause beyond the control of the party affected.

19.2 The party seeking relief under this Clause shall immediately give notice thereof in writing to the other and shall use its best endeavours to overcome the event or circumstances constituting force majeure.

## 20. COMPLIANCE AND DATA PROTECTION

20.1 The Supplier shall comply with all requirements of all applicable statutes, statutory instruments, rules, orders, regulations, directives and bye laws laid down by legislation, Government Departments EU Bodies dealing with and relating to the manufacture, packaging, packing, distribution, importation, pricing or sale of the Materials and provision of the Services.

20.2 The Supplier shall comply with all requirements and/or obligations set out in the Annex (Protection of Personal Data) in respect of any Processing of Personal Data carried out by the Supplier on behalf of the Purchaser. The Supplier shall indemnify and hold harmless the Purchaser in the event of any claims, losses, costs, damages, expenses, fines and/or penalties arising from the failure by the Supplier, its employees, sub-contractors, agents or representatives to comply with the provisions of the Annex (Protection of Personal Data).

## 21. REQUIREMENTS FOR SUPPLIERS

21.1 The Supplier (including its sub-contractors of all tiers and their employees) shall meet its obligations hereunder in an ethical and professional manner, observing at all times all laws applicable to the manufacture, assembly and/or supply of the Materials and/or the performance of the Services by it to the Purchaser.

21.2 The Supplier represents, warrants and covenants that as of the date of the Contract, neither it nor any of its affiliates, officers, directors, representatives, sub-contractors or agents (collectively "Affiliates") has: (i) offered, paid, promised or authorized any bribe, inducement, facilitation payment or benefit of any kind to, or (ii) accepted any bribe, inducement, facilitation payment or benefit of any kind from,

any person or entity employed or owned by or acting for or on behalf of any ESB company (including without limitation any employee, officer, director of any ESB company) or otherwise.

21.3 The Supplier further represents, warrants and covenants that as of the date of the Contract, neither it nor any of its Affiliates has paid, offered or promised to pay, or authorized the payment, directly or indirectly, of any monies or anything of value to any government or similar official, political party or party official, or any candidate for political office, for purposes of: (a) influencing any official act or decision of any official, party, government, government agency or government-owned or controlled entity for the purpose of; (b) inducing any official or party to do or omit to do an act in violation of a lawful duty; or (c) securing any improper advantage, in order to obtain or retain business, or direct business to, any person or entity, in any way related to the Contract. For purposes of the foregoing, "government official" includes, without limitation, any officer, employee or representative of any state-owned or controlled entity or company.

21.4 The Supplier declares that it is familiar with and understands the terms of ESB's "Requirements for Agents, Suppliers, Advisors and other Third Parties arising in connection with ESB Policies" set out at <https://www.esb.ie/who-we-are/procurement/procurement-policy> (the "Requirements"). The Supplier further covenants and agrees that it complies with and shall continue to comply with each and every obligation contained in the Requirements. The Supplier shall, if requested by the Purchaser (not more than once annually) certify in writing that it has complied with the Requirements in effect for the previous year or part thereof for which such Materials and/or Services were provided.

21.5 In addition to the rights and remedies set out in the Requirements, if the Purchaser has reason to believe that the statements and undertakings given by the Supplier in this Condition 21 have been or would be infringed in the future, the Purchaser shall have the right to carry out an audit of the Supplier and/or suspend the payment of payment(s) to the Supplier, until the Purchaser has conclusively and satisfactorily confirmed that there has been no such infringement.

21.6 In the event of the Supplier or any Affiliate engaging in any unlawful act or practice in relation to the delivery of money or anything of value in connection with the subject matter of the Contract and/or any breach of any of the covenants set out in sub-condition 21.2 and 21.3 above, the Purchaser shall (notwithstanding any other rights conferred by law or under the Contract) have the right to terminate the Contract forthwith upon notice to the Supplier. In the event of such termination the Supplier shall have no right to any compensation, indemnification or remedy whatsoever other than the right to receive payment in respect of Materials and/or Services provided prior to the date of such unlawful act or breach.

## 22. GOVERNING LAW

The Contract shall be governed by and shall be read and construed in all respects in accordance with the laws of Northern Ireland and each of the Supplier and the Purchaser submits to the non-exclusive jurisdiction of the courts of Northern Ireland.

## ANNEX

### PROTECTION OF PERSONAL DATA

**THIS ANNEX WILL APPLY TO THE EXTENT THAT PERSONAL DATA IS PROVIDED BY THE PURCHASER TO THE SUPPLIER OR THAT PERSONAL DATA IS OTHERWISE PROCESSED BY THE SUPPLIER ON BEHALF OF THE PURCHASER IN RELATION TO THE CONTRACT.**

In addition to the terms set out in Condition 1 (Definitions), the following capitalised terms shall have the following meanings:

"Controller", "Personal Data", "Personal Data Breach" "Process/Processing" and "Processor" will have the meanings ascribed to them (or to corresponding terms) in the GDPR;

"Data Protection Legislation" means collectively (i) the GDPR, (ii) the Data Protection Act 2018; (iii) any other statute, statutory instrument, rule, order, directive, or regulation, of any competent national or supranational authority relating to the protection of Personal Data or the privacy of individuals (iv) any binding guidance or code of practice issued by a Supervisory Authority;

"GDPR" means General Data Protection Regulation (EU) 2016/679 and any amendment or replacement to it (including any corresponding or equivalent national law or regulation which implements the GDPR); and "Supervisory Authority" means any competent authority responsible for supervising compliance with Data Protection Legislation.

"the Purchaser" includes any company that is from time to time in the same group as the Purchaser which is the Controller in relation to any Personal Data which is Processed by the Supplier in relation to the Contract.

The Supplier will only Process Personal Data for the purpose of performing the Contract and the personal data processing activities described in it and it will do so strictly in accordance with the Controller's instructions and Data Protection Legislation.

The Supplier will ensure that all persons having access to Personal Data shall be subject to appropriate obligations of confidentiality.

The Supplier shall maintain complete, accurate and up to date records of all Processing of Personal Data undertaken on behalf of the Purchaser (including but not limited to the type of personal data processed and the categories of data subjects) and shall provide on request all documentation necessary to demonstrate compliance with this Annex.

The Supplier shall ensure the integrity and security of all Personal Data processed by it on behalf of the Purchaser taking all technical and organisational measures necessary to ensure compliance with the requirements of Data Protection Legislation.

The Supplier shall not subcontract or outsource any Processing of Personal Data received under the Contract without the Purchaser's prior written consent.

The Supplier shall not export or Process any Personal Data received under to the Contract outside of the European Economic Area without the Purchaser's prior written consent.

In the event of a Personal Data Breach, the Supplier will notify the Purchaser of such Personal Data Breach within 12 hours of the Supplier becoming aware of it and provide any information the Purchaser may reasonably require relating to that Personal Data Breach.

If either Party anticipates any change to (a) the Services or, or (b) the interpretation of the Services under the Data Protection Legislation, which would require the Supplier to Process Personal Data for any purpose other than for the performance of the Contract, the Parties will negotiate in good faith to incorporate appropriate data protection provisions into the Contract.

The Supplier shall not retain any Personal Data (or any part thereof) for any longer than is necessary to perform the Contract and/or comply with its legal obligations, after which time the processor must erase or return the Personal Data to the Purchaser.

the Purchaser reserves the right to inspect or audit the Supplier and any subcontractor for the purposes of ensuring compliance with the terms of this Annex.