

NCH EUROPE GENERAL TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS AND INTERPRETATION

In these conditions unless the context otherwise requires the following words and expressions shall have the following meanings:

“Company”	whichever entity issues an Order with the Seller for Work;
“Contract”	the Order and the Seller's acceptance of the Order;
“Goods”	any goods agreed in the Contract to be bought by the Company from the Seller (including any part or parts of them);
“Order”	the Company's written instruction to purchase the Work, incorporating these conditions;
“Seller”	the person, firm or company who accepts the Company's Order;
“Services”	any services agreed in the Contract to be bought by the Company from the Seller (including any part or parts of them), including all outputs to be delivered as part of the performance of the services agreed in the Contract; and
“Work”	the Services and/or the Goods.

2. APPLICATION OF TERMS

- 2.1 These conditions are the only conditions under which the Company is prepared to deal with the Seller and they shall govern the Contract to the entire exclusion of all other terms or conditions, subject to condition 2.3.
- 2.2 No terms or conditions endorsed upon, delivered with or contained in the Seller's quotation, acknowledgement or acceptance of order, specification or similar document shall form part of the Contract and the Seller waives any right which it otherwise might have to rely on such terms and conditions.
- 2.3 In the event that the Company's Orders differ in any way to these conditions, the Company's Orders shall prevail.
- 2.4 Each Order for Work issued by the Company to the Seller shall be deemed to be an offer by the Company to buy Work from the Seller subject to these conditions.
- 2.5 These conditions apply to all of the Company's Orders issued to the Seller, subject to condition 2.1.

3. QUALITY AND DEFECTS; WARRANTY

- 3.1 The Work shall be of the best available quality, design, material and workmanship, be without fault and conform in all respects with the Order and specification and/or patterns supplied or advised by the Company to the Seller.
- 3.2 The Company's rights under these conditions are in addition to any statutory conditions which can be implied in favour of the Company.
- 3.3 The Seller will, upon request by the Company, furnish copies of all quality control analysis for any of the Work, at the Seller's expense.
- 3.4 At any time prior to delivery of the Work to the Company the Company shall have the right to inspect and test the Work at all times. Based on the Company's sole discretion, the Seller's production site will undergo a quality audit prior to delivery of the Goods and/or provision of the Services at the Seller's expense.
- 3.5 If the results of such inspection or testing or audit cause the Company to be of the opinion that the Work do not conform or are unlikely to conform with the Order or to any specifications and/or patterns supplied or advised by the Company to the Seller, the Company shall inform the Seller and the Seller shall immediately take such action as is necessary to ensure conformity and in addition the Company shall have the right to require and witness further testing and inspection and audit.
- 3.6 Notwithstanding any such inspection or testing or audit, the Seller shall remain fully responsible for the Work and any such inspection or testing or audit shall not diminish or otherwise affect the Seller's obligations under the Contract.
- 3.7 If any of the Work fail to comply with the provisions set out in condition 3 the Company shall be entitled to avail itself of any one or more remedies listed in condition 12.
- 3.8 The Seller hereby provides the Company with a two-year warranty for the Work.

4. INDEMNITY AND LIABILITY

- 4.1 The Seller shall keep the Company indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with:
 - 4.1.1 defective workmanship, quality or materials;
 - 4.1.2 an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Work; and
 - 4.1.3 any claim made against the Company in respect of any liability, loss, damage, injury, cost or expense sustained by the Company's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Work as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Seller.

5. PERFORMANCE; COMPLIANCE

SERVICES

- 5.1 The Seller shall meet any performance dates for the Services agreed between the parties.
- 5.2 In providing the Services, the Seller warrants that it shall:
 - 5.2.1 perform the Services with the best care, skill and diligence in accordance with best practice in the Seller's industry, profession or trade;
 - 5.2.2 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Seller's obligations are fulfilled in accordance with these Conditions;
 - 5.2.3 ensure that the Services conform with any key performance indicators set out between the parties for the performance of the Service;
 - 5.2.4 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - 5.2.5 obtain and at all times maintain all necessary licences and consents, and comply with all Applicable Law;
 - 5.2.6 observe all health and safety rules and regulations and any other security requirements that apply at any place at which the Services are to be performed and/or the deliverables are to be delivered;
 - 5.2.7 not do or omit to do anything which may cause the Company to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Seller acknowledges that the Company may rely or act on the Services;
 - 5.2.8 notify the Company as soon as it becomes aware of any actual or anticipated breach of any of the above; and
 - 5.2.9 cooperate with the Company and/or any of the Company's contractors in all matters relating to the Services, and comply with all instructions of the Company and/or any of the Company's contractors.
- 5.3 The Parties do not consider that the Transfer of Undertakings (Protection of Employment) Regulations 2006 and/or any other regulations enacted for the purpose of implementing the Transfers of Undertakings Directive 2001/23/EC into English law (“Transfer Regulations”) are applicable on the commencement of the Services or will be applicable at the termination or expiry of the Services.
- 5.4 The Company and the Seller acknowledge and confirm that where all or part of the

- 5.5 Services cease to be provided by the Seller for any reason and, where all or part of the Services continue to be provided by Company or a replacement provider, there may be a relevant transfer for the purposes of the Transfer Regulations (“Relevant Transfer”). If there is a Relevant Transfer with the effect that the employment of any of the Seller's personnel transfers to the Company and/or any replacement provider upon expiry or termination of the Contract (as the case may be) then, without prejudice to any other rights or remedies which may be available to Company:
 - 5.5.1 Company and/or any replacement provider may, upon becoming aware of the application of the Transfer Regulations terminate the employment of any Seller personnel with immediate effect; and
 - 5.5.2 the Seller shall indemnify and keep indemnified Company and/or any replacement provider from and against any and all damages, losses, liabilities (including any redundancy payments or payments in lieu of notice), claims, actions, compensation, awards, costs, expenses (including legal expenses), proceedings, demands, penalties or fines incurred or suffered by Company or any replacement provider arising out of or in connection with such termination.

GOODS

- 5.6 The Seller shall meet any performance dates for the supply of Goods agreed between the Parties.
- 5.7 In supplying the Goods, the Seller warrants that:
 - 5.7.1 it has full capacity to enter into and to perform the Contract, including possessing the necessary skills, experience, expertise and capabilities to manufacture the Goods;
 - 5.7.2 the Goods will fully comply with the Company's relevant instructions;
 - 5.7.3 the Goods will be of perfect quality and will be free from any apparent and/or latent defects in workmanship and/or materials;
 - 5.7.4 the Goods (and the process of manufacture thereof) shall fully comply with all applicable legislation, regulations and best industry standards and practices;
 - 5.7.5 the Goods meet all applicable quality and legislative requirements, in particular with respect to environmental risk and safety;
 - 5.7.6 it shall provide all personnel, equipment and materials necessary for the manufacture of the Goods and comply with and ensure that all personnel comply with (a) any safety and security standards, site procedures, codes of conduct and other guidelines of the Company in force from time to time and (b) any reasonable instructions issued by the Company from time to time; and
 - 5.7.7 the supply of the Goods and performance of any related services shall conform with any key performance indicators agreed between the parties;
 - 5.7.8 the Goods shall be adequately packed to avoid any damage to the Goods during transit.
- 5.8 In addition to Condition 5.7 above, in respect of hazardous goods the Seller further warrants that:
 - 5.8.1 goods and dangerous substances will be packed, marked and shipped in compliance with relevant local and international legal regulations;
 - 5.8.2 goods will be transported in accordance with any relevant Directive of the European Parliament. In the case of air transport, goods will be packed and shipped in accordance with air transport regulations consistent with IATADGR/CAO-TI. Sea transport will be subject to The International Maritime Dangerous Goods Code;
 - 5.8.3 conflict minerals, i.e. the metals of gold (Au), tantalum (Ta), tungsten (W) and tin (Sn) originating from the Democratic Republic of the Congo regions controlled by non-governmental military groups, or unlawful military factions or originating from other conflict regions will not be used in the manufacturing of the Goods;
 - 5.8.4 the Seller shall provide the Company with all applicable Halal and Kosher documentation; and
 - 5.8.5 it shall notify the Company in writing of any potential obligation to obtain an export permit, for re-export, in accordance with national customs and export regulations, as well as customs and export regulations applicable in the country of the Goods' origin, and a written statement in respect of the Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) for a substance sold or a substance included in a mix sold in accordance with an obligation to register substances with the European Chemicals Agency (ECHA).
- 5.9 The Work shall not infringe any Intellectual Property Rights of any third party.
- 5.10 If any of the Work fails to comply with any of the Seller's warranties above the Company shall be entitled to exercise any one or more of the remedies detailed in condition 12.

DELIVERY

- 5.11 Unless otherwise agreed in writing between the parties, the Work shall be delivered to the agreed place, and any Goods in accordance with the agreed Incoterms® 2010 edition, where applicable.
- 5.12 In the case of Goods imported from third countries (third countries as defined by Article 3.1 of Council Directive 77/388 EEC), shipment documents shall include information as to whether the Goods supplied have been adequately cleared for customs purposes. If not, the Seller shall present the Company with all necessary documents in order to obtain such clearance at no cost to the Company. The Seller shall ensure that all information necessary to submit a valid customs declaration is provided, correct and delivered in sufficient time to the Company so that such a declaration may be submitted when required.
- 5.13 At the Company's request, the Seller shall submit a certificate of origin to evidence the origin of the Goods, such origin to be determined in accordance with the relevant EU non-preferential Rules of Origin.
- 5.14 The Company shall apply import tariff relief to any Goods purchased from the Seller in accordance with the EU's Generalised Scheme of Preferences subject to the Seller issuing the Company with a certificate of origin in relation to the purchased Goods.
- 5.15 The Seller shall confirm receipt of each Order expressly in writing, and confirm the delivery date within 1 business day of receiving the Order. In the event that the Seller has not accepted nor rejected the Company's Order, then the Seller shall be deemed to have accepted the Order after 2 business days of the Company issuing the Seller with an Order. In such an event, the delivery date shall be deemed to be as stated in the Order, subject to condition 5.12.
- 5.16 The requested date of receipt at the Company's place of business shall be specified in the Order and reflect the agreed lead time for each product including transport from the Seller to the Company; or if no such date is specified then delivery shall take place within 28 days of the Order.
- 5.17 The Seller shall invoice the Company after the Work is delivered.
- 5.18 The Seller must ensure that each delivery is accompanied by all relevant documents determined by nature of the Work sold including but not limiting only to a delivery note which shows, inter alia, the Company's Order reference number, Company's item reference number, date of Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered. In the event such relevant documentation is missing and prevents the Company to use the Goods normally, then the delivery shall be deemed not to have taken place until such time and the Company shall be entitled to avail itself of any one or more remedies listed in condition 12.
- 5.19 Time for delivery shall be of the essence.
- 5.20 Unless otherwise stipulated by the Company in the Order, deliveries shall only be accepted by the Company in normal business hours.

- 5.21 If the Work is not delivered on the due date then the Company shall be entitled to avail itself of any one or more remedies listed in condition 12.
- 5.22 If the Seller requires the Company to return any packaging material to the Seller that fact must be agreed by both parties before the delivery of the Goods and clearly stated on any delivery note delivered to the Company and any such packaging material shall only be returned to the Seller at the cost of the Seller.
- 5.23 Where the Company agrees in writing to accept delivery by installments the Contract shall be construed as a single contract in respect of each installment. Nevertheless failure by the Seller to deliver any one installment shall entitle the Company at its option to treat the whole Contract as repudiated.
- 5.24 If the Work is delivered to the Company in excess of the quantities ordered, the Company shall not be bound to pay for the excess and any excess shall be and shall remain at the Seller's risk and shall be returnable at the Seller's expense.
- 5.25 The Company shall not be deemed to have accepted the Work until it has had 14 days to inspect it following delivery. The Company shall also have the right to reject the Work as though they had not been accepted for 14 days after any latent defect in the Work has become apparent.
- 5.26 Unless otherwise agreed in writing by the Company the Work shall remain at the risk of the Seller and the risk shall pass to the Company per agreed Incoterms® 2010 reflected on the Order. The ownership title to the Work shall be transferred from the Seller to the Company as of the moment of the delivery of the Work.
- 5.27 The Company is entitled to claim the payment of a contractual penalty amounting to 0.5% of the price of the Work not delivered on time under the Contract for each day of the delay with the delivery and/or performance, subject to a minimum penalty of £50 per commenced day of delay and a maximum overall penalty of 10% of the total price of all Work to be delivered under the relevant Contract. In the event that the Company exercises its rights under this condition 5.27, all other rights and remedies available to the Company under this Contract or otherwise shall remain available to the Company. Should the Company not exercise its rights under this condition 5.27, such a decision shall not be deemed to be a renunciation of these rights.

6. INSURANCE

- 6.1 Seller shall maintain comprehensive liability insurance, including products liability coverage, professional liability and contractual liability covering Seller's obligations under the Contract. Seller shall furnish certificates of insurance evidencing such coverage to Company at Company's request.
- 6.2 This Condition 6 shall survive the termination of the Contract.

7. PRICE

- 7.1 The price of the Work shall be stated in the Order and unless otherwise agreed in writing by the Company shall be exclusive of value added tax but inclusive of all other charges per agreed terms.
- 7.2 No variation in the price nor extra charges shall be accepted by the Company.

8. PAYMENT

- 8.1 In consideration of the provision of the Work by the Seller, the Company shall pay the charges payable for the Work as set out in the Order.
- 8.2 The Company shall pay each invoice submitted to it by the Seller within 60 days from the invoice date, or as otherwise agreed in writing between the Parties and reflected in the Order, save where any Work is rejected by the Company following inspection of the same and where the invoice is not compliant to conditions 8.5.
- 8.3 Time for payment shall never be of the essence of the Contract.
- 8.4 The Seller must ensure that its invoices contain, inter alia, the Company's Order reference number and in addition on invoices for the Work, the Company's item reference number. If the invoice does not contain this information, the Seller risks delayed payment or refusal of the invoice and its return to the Seller for correction.
- 8.5 Without prejudice to any other right or remedy, the Company reserves the right to set off any amount owing at any time from the Seller to the Company against any amount payable by the Company to the Seller under the Contract.
- 8.6 If any sum under the Contract is not paid when due then, without prejudice to the parties' other rights under the Contract, that sum may bear interest from the due date until payment is made in full, both before and after any judgment, at 3 percent points above the level of the repo rate of the Bank of England, valid on the due day. The Seller is not entitled to suspend deliveries of the Work as a result of any sums being outstanding.

9. CONFIDENTIALITY

The Seller shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Seller by the Company or its agents and any other confidential information concerning the Company's business or its products which the Seller may obtain and the Seller shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Seller's obligations to the Company and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as applies to the Seller.

10. THE COMPANY'S PROPERTY

Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by the Company to the Seller or not so supplied but used by the Seller specifically in the supply or manufacture of the Work shall at all times be and remain the exclusive property of the Company but shall be held by the Seller in safe custody at its own risk and maintained and kept in good condition by the Seller until returned to the Company and shall not be disposed of other than in accordance with the Company's written instructions, nor shall such items be used otherwise than as authorised by the Company in writing.

11. TERMINATION

- 11.1 The Company shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Seller written notice whereupon all work on the Contract shall be discontinued and the Company shall pay to the Seller fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.
- 11.2 The Company shall have the right at any time by giving notice in writing to the Seller to terminate the Contract forthwith if:
- 11.2.1 the Seller commits a material breach of any of the terms and conditions of the Contract; or
- 11.2.2 there is a change of control of the Seller; or
- 11.2.3 the Seller goes into liquidation or an administrative receiver or receiver and manager or administrator is appointed for the other party or its assets or the other party enters into a voluntary arrangement with its creditors or suffers any similar insolvency process or process which affords the other party protection from its creditors.
- In the event of termination under this condition 11.2, the Company shall have no liability towards the Seller whatsoever, howsoever arising.
- 11.3 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of the Company accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable

notwithstanding termination.

12. REMEDIES

- 12.1 Without prejudice to any other right or remedy which the Company may have, if any Work is not supplied in accordance with, or the Seller fails to comply with, any of the terms of the Contract the Company shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Work has been accepted by the Company:
- 12.2 to rescind the Order;
- 12.3 to reject the Work (in whole or in part) and return it to the Seller at the risk and cost of the Seller on the basis that a full refund for the Work so returned shall be paid forthwith by the Seller;
- 12.4 at the Company's option to give the Seller the opportunity at the Seller's expense either to remedy any defect in the Work or to supply replacement Work and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- 12.5 to refuse to accept any further deliveries of the Work but without any liability to the Seller;
- 12.6 to carry out at the Seller's expense any work necessary to make the Work comply with the Contract;
- 12.7 to claim a discount of the price; and
- 12.8 to claim such damages as may have been sustained in consequence of the Seller's breach or breaches of the Contract.

13. ANTIBRIBERY

- 13.1 The Seller shall:
- 13.1.1 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");
- 13.1.2 (not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 13.1.3 comply with such anti-bribery policy as the Company may require from time to time;
- 13.1.4 have and maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and this Condition 13, and will enforce them where appropriate;
- 13.1.5 promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Seller in connection with the performance of this Contract; and
- 13.1.6 immediately notify the Company in writing if a foreign public official becomes an officer or employee of the Seller or acquires a direct or indirect interest in the Seller and the Seller warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Contract.
- 13.2 The Seller shall ensure that any person associated with the Seller who is providing goods or performing services in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Seller in this Condition 13 ("Relevant Terms"). The Seller shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Company for any breach by such persons of any of the Relevant Terms.
- 13.3 Breach of this Condition 13 shall be deemed a material breach of the Contract.
- 13.4 The Seller shall indemnify the Company against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by or awarded against, the Company as a result of any breach of this Condition 13 by the Seller.
- 13.5 For the purposes of this Condition 13, 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 Condition 13, a person associated with the Seller includes but is not limited to any subcontractor of the Seller.

14. MODERN SLAVERY

- 14.1 In performing its obligations under the Contract, the Seller shall:
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including but not limited to the Modern Slavery Act 2015;
- (b) have and maintain throughout the term of this Contract its own policies and procedures to ensure its compliance with Condition 14.1(a) and with the Company's Anti-Slavery and Human Trafficking Policy (available upon request);
- (c) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act if such activity, practice or conduct were carried out in the UK;
- (d) include in its contracts with its direct subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this Condition 14;
- (e) maintain a complete set of records in relation to the supply chain for all deliverables supplied in connection with this Contract and permit the Company and its representatives, on reasonable notice during normal business hours (but without notice where it reasonably suspects a breach of this Condition 14) to have access to and take copies of the Seller's records and any other information and to meet with the Seller's personnel to audit the Seller's compliance with its obligations under this clause; and
- (f) notify the Company as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.
- 14.2 The Seller represents and warrants that:
- (a) it conducts its business in a manner that is consistent with this Condition 14;
- (b) neither the Seller nor any of its officers, employees or other persons associated with it:
- (i) has been convicted of any offence involving slavery and human trafficking; and
- (ii) to the best of its knowledge has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- (c) its responses to any further due diligence questions provided by the Company are complete and accurate.
- 14.3 The Seller shall implement due diligence procedures for its direct subcontractors and suppliers to ensure that there is no slavery or human trafficking in its supply chains.
- 14.4 The Seller shall indemnify the Company against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by or awarded against, the Company as a result of any breach of this Condition 14 by the Seller.
- 14.5 Breach of this Condition 14 shall be deemed a material breach of the Contract.

15. DATA PROTECTION

- 15.1 In this Condition 15, "Personal Data" has the meaning given in the Data Protection Act 1998 as amended from time to time or such legislation, including but not limited to the General Data Protection Regulation (Regulation (EU) 2016/679) (hereafter "GDPR"), as may replace or amend the Data Protection Act 1998, and any other supplementary, implementing, or replacement legislation.
- 15.2 The Seller warrants that, to the extent it processes any Personal Data on behalf of the Company:
- 15.2.1 it shall act only on the written instructions from the Company;
 - 15.2.2 it shall ensure that any individuals, organizations or other entities processing the data on behalf of the Seller are subject to a duty of confidence;
 - 15.2.3 it shall take appropriate measures to ensure the security of any processing activities carried out by the Seller or on the Seller's behalf;
 - 15.2.4 it shall only engage any sub-processors with the prior written consent of the Company and under a written contract on substantially identical terms and providing substantially identical guarantees to the Company to which the Seller is subject;
 - 15.2.5 it shall assist the Company in providing subject access and allowing data subjects to exercise their rights under the GDPR;
 - 15.2.6 it shall assist the Company in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches (and shall be required to inform the Company within 24 hours of the Seller becoming aware of any incidence of personal data breach) and data protection impact assessments;
 - 15.2.7 it shall delete or return all personal data to the Company as requested upon termination of this or any other agreement;
 - 15.2.8 it shall do anything else reasonably required by the Company to ensure the Company's compliance with any statutory or regulatory requirements; and
 - 15.2.9 it has in place appropriate technical and organizational security measures against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
 - 15.2.10 it shall submit to audits and inspections, provide the Company with whatever information it needs to ensure that they are both meeting their Article 28 obligations, and tell the Company immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or member state;
 - 15.2.11 it shall fully indemnify the Company in the event of the Company suffering any costs, losses, sanctions, or other penalties arising from the Seller's processing of such personal data provided to it by the Company.

16. ANTI COUNTERFEITING

The Company expressly reserves the right to terminate any Contract or any part thereof if the Seller is found to have knowingly or negligently supplied goods or materials used to produce counterfeits and/or other possible imitations of any Company's and/or Company's affiliated companies' brands or any other trade name or trademark or designs, get up's etc. In such case, the Company shall terminate the Contract or any part thereof with immediate effect based on information and incidents, which the Company shall consider as a proof. All goods and/or material bearing any brands or any other trade name or trademark or designs, get up's etc., owned or otherwise used by the Company and / or any Company's affiliated companies, all goods and/or materials designed to the Company's specifications and all waste of such goods and/or materials resulting from the manufacturing process in the Seller's plants must be completely destroyed and in any case cut to unusable pieces by the Seller before reselling or other possible transfer to the recycling industry. The Seller shall have and keep a proper record and documentation proving that the above goods and/or materials were destroyed by the Seller before it was delivered to the recycling industry during the term of the relevant Contract and one year after its termination for whatever reason. The Company shall have the right to inspect the above documentation and material destruction processes with prior one-day notice to the Seller. If the Seller evidently supplies knowingly or negligently the Company's branded goods and/or materials and / or any materials bearing the Company's and its affiliated companies brands or any other trade name or trademark or designs, get up's etc. to produce counterfeits or other imitations of any Buyer or its affiliated company products the Company may request a contractual penalty of 500.000 US Dollars for each such case.

17. TRADEMARKS

During the term of any Contract and after its termination for any reason whatsoever, the Seller shall not, and shall ensure that any affiliated or associated companies do not, use any of the registered and unregistered trademarks and trade names which at any time Company and/or any Company's affiliated company owns ("Trademarks") or any names similar to the Trademarks for any purpose (including as the name or part of the name of any business or company) except as permitted by the Company in connection with performance of the Contract. The Seller acknowledges that any Contract shall not operate to vest any right, title or interest in the Trademarks in the Seller. The Seller acknowledges that the goodwill symbolized by the Trademarks is owned by the Company or the Company's affiliated companies. The use of the Trademarks by the Seller and all goodwill pertaining to the Trademarks shall accrue exclusively to the benefit of the Company and the Company's affiliated companies.

18. GENERAL

- 18.1 The Seller shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.
- 18.2 The Company may assign the Contract or any part of it to any person, firm or company.
- 18.3 The Company reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Work ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials. Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 18.4 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.
- 18.5 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 18.6 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Seller shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

18.7 The parties to the Contract do not intend that any term of the Contract shall be enforceable by any person that is not a party to it.

18.8 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.