

# GNFR Conditions of Purchase

## 1 INTERPRETATION

In these Terms and Conditions:

**"Audit"** means to audit Supplier's performance of its obligations under the Contract and/ or to assess whether the Supplier is subject to Significant Financial Difficulties;

**"Charges"** means the prices for the Deliverables set out in an Order and payable in accordance with these Terms and Conditions;

**"Contract"** means a contract, consisting of these Terms and Conditions and any relevant Order;

**"Data Protection Laws"** means applicable legislation protecting the personal data of natural persons, including in particular the Data Protection Act 2018 and any replacement to it (and the GDPR), together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities;

**"Deliverables"** means the Goods and/or Services (as applicable);

**"Effective Date"** means the date on which the relevant Order is deemed to be accepted by the Supplier;

**"GDPR"** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data including where applicable any local implementing laws as updated from time to time;

**"Goods"** means any goods and/or any parts thereof set out in the relevant Order to be supplied by the Supplier to IPL in accordance with the Contract;

**"IPL"** means International Procurement and Logistics Limited, a limited liability company registered in England (Company No: 05104448);

**"IPL Group Company"** means any holding company of IPL, and any holding company or subsidiary of such holding company, and any subsidiary of IPL for the time being (as these terms are defined in section 1159 of the Companies Act 2006);

**"IPL Premises"** means any of Unit 1 Foxbridge Way, Normanton, West Yorkshire WF6 1TN, any other office, factory, depot occupied by IPL or from which IPL conducts its business or any other location as may be specified in the Order or agreed between the parties in writing for delivery or performance of the Deliverables;

**"IPL Website"** means the IPL website with URL [www.ipl-ltd.com](http://www.ipl-ltd.com);

**"KPIs"** means any key performance indicators or other service standards set out in the relevant Order;

**"New Supplier"** means any alternative supplier appointed by IPL to supply the Deliverables or any goods and/or services in replacement for all or part of the Deliverables;

**"Order"** means any IPL written order issued to the Supplier for Deliverables;

**"Policies"** means any IPL or IPL Group Company policies and instructions displayed on the IPL Website and/or communicated to the Supplier from time to time including but not limited to Asda's Anti-Corruption Policy, the Modern Slavery Policy for Suppliers, the Statement of Ethics, Asda's Standards for Suppliers and Asda's Transparency Policy (which can be found at <https://www.asdasupplier.com/becoming-a-supplier/responsible-sourcing-supplier-standards>), each of which we may amend from time to time;

**"Services"** means any services set out in an Order to be supplied by the Supplier to IPL in accordance with the Contract;

**"Service Personnel"** means those employees (if any), whether they are an employee of the Supplier or of any sub-contractor appointed by the Supplier to provide the Services, whose principle purpose immediately prior to the Transfer Event is the carrying out of the Services and whose contract of employment will be transferred to IPL or a New Supplier as a result of the Transfer Event;

**"Significant Financial Difficulties"** means an event which would be likely to cause IPL, acting reasonably, to consider that the Supplier will be unable to continue to carry on its business as a going concern within 3 months of the date upon which IPL became aware of such difficulties by the Supplier or has formed such view itself from information available at the time, including (but not limited to) information concerning the Supplier's share price or the issue of any profit warning (in the case of listed companies), financial information provided by reputable credit referencing agencies or any other publicly available information;

**"Supplier"** means the organisation or person identified as such in any relevant Order;

**"Terms and Conditions"** means these terms and conditions;

**"Transfer Event"** means an event where, after the Effective Date, the identity of the Supplier of the Services (or any part of the Services) changes, resulting in the transfer of all or part of the Services to a New Supplier; and

**"TUPE"** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended or re-enacted from time to time).

## 2 FORMATION OF CONTRACT

(a) An Order is deemed to be accepted on the earlier of:

- (i) the Supplier issuing written acceptance of an Order; or
- (ii) any act or conduct by the Supplier which IPL regards as consistent with fulfilling an Order.

(b) By accepting an Order, the Supplier agrees to be bound by the Contract to the entire exclusion of all other terms and conditions (including the Supplier's terms and conditions or those implied by trade, custom or practice). Where further Orders are accepted by the Supplier, each further Order creates an individual legal Contract governing the provision of the Deliverables detailed in that Order.

(c) In the event that anything set out in an Order conflicts with these Terms and Conditions, the Order shall prevail.

## 3 PROVISION OF THE DELIVERABLES

(a) The Supplier must provide the Deliverables to IPL:

- (i) at the times and locations detailed in the relevant Order (or as subsequently agreed in writing by both parties); and
- (ii) without causing any damage or disruption to IPL Premises.

(b) Nothing in the Contract shall confer any exclusivity of supply on the Supplier.

## 4 SUPPLIER RESPONSIBILITIES

(a) The Supplier warrants and represents that it shall provide the Deliverables:

- (i) using such reasonable skill and care that it is usual to expect from a leading supplier of goods or services similar to the Deliverables;
- (ii) using Service Personnel who are well trained, experienced, properly qualified, polite and courteous at all times;
- (iii) in a way which does not damage (in IPL's reasonable opinion) the names and reputations of IPL, any IPL Group Company and/ or any of its related businesses; and
- (iv) in accordance with all applicable laws and regulations.

(b) The Supplier must comply with the Policies. Where the Supplier is unable to access any Policy, it is the Supplier's responsibility to request a copy of the Policy from IPL.

(c) The Supplier must log all complaints and enquiries and co-operate in their successful resolution.

(d) The Supplier warrants that it shall meet or exceed the KPI's.

(e) The Supplier warrants and represents that it (and any of its subcontractors) will fully comply with all laws applicable to the Contract, including without limitation those relating to: taxation; data protection and privacy, exchange controls; customs matters; anti-bribery and anti-corruption; anti-trust; anti-money laundering; trade sanctions; and criminal matters.

(f) The Supplier warrants and represents that it will comply with the Modern Slavery Act 2015 and give IPL any other relevant IPL Group company any assistance it reasonably requires with complying with its obligations under that Act.

(g) The Supplier accepts that time is of the essence for its performance of its obligations under the Contract.

## 5 TERMS SPECIFIC TO THE SUPPLY OF GOODS AND SERVICES

(a) Unless otherwise agreed by the parties in writing, full legal title and beneficial interest in the Goods will transfer to IPL at the point that IPL's representative accepts delivery of the Goods concerned at the relevant IPL Premises. Following acceptance of the Goods by IPL's representative, the Supplier may issue its invoice to IPL in accordance with Clause 6.

(b) If installation and operation of the Goods is conditional on preparatory work being carried out at the relevant IPL Premises, the Supplier must give IPL written details of those requirements and provide any assistance (without any additional charge) that IPL may reasonably ask for to ensure that those preparations are completed on time.

(c) The Supplier warrants and represents that:

- (i) at the point that the Supplier delivers the Goods, the Supplier will be the sole owner of those Goods and that no other person has a legal or other interest which could mean that IPL is unable to own the Goods outright;
  - (ii) at the time of the delivery, the Goods shall be fit for purpose and shall meet the description and standards which are either listed in the Contract or are otherwise agreed in writing between the Supplier and IPL;
  - (iii) the Supplier will obtain for IPL's benefit, all unexpired manufacturer warranties relating to the Goods;
  - (iv) all Goods supplied to IPL will comply with all relevant legislation and industry regulations; and
  - (v) it shall ensure that at all times up to and including delivery of the Goods, the Goods are protected against any unauthorised interference during storage, loading or transport; and
  - (vi) it has all necessary licences or consents required to supply the Goods and has paid any royalties due to third parties where required.
- (d) Without prejudice to any other rights or remedies in these terms, where some or all of the Goods are faulty or if in IPL's reasonable opinion the Services do not meet the criteria set out in the Contract (or any other criteria agreed in writing between the parties) or where the Supplier is in breach of any of the warranties or representations in the Contract, IPL will be entitled to: (i) reject the Goods (in whole or in part) and the Supplier shall within 5 working days refund to IPL any Charges paid by IPL in respect of those Goods; and/or (ii) cancel any other Orders; and/or (iii) require the Supplier to replace the Goods concerned within 2 working days of receipt of a notice from IPL to that effect (or such longer period as may be agreed in writing between the parties) and/or (iv) at IPL's option require the Supplier to refund any Charges paid in respect of the Services within 5 working days or to re-perform the Services as soon as practicable. The Supplier will (at the Supplier's own cost) collect the nonfunctioning Goods and (where applicable) deliver and install suitable replacements. Where IPL exercises its right to reject / cancel in accordance with this Clause, and does not require replacement Goods or Services, IPL shall cease to be bound to pay that part of the Charges which relates to Goods or Services which have been rejected or cancelled.
- (e) Where the Supplier is performing Services or any other services in relation to goods or property belonging to IPL and/or IPL's suppliers (the "Products"), the Supplier shall comply with IPL's instructions in relation to the Products and take reasonable care of them at all times. The Supplier is responsible for the risk in and any loss or destruction of and/or damage to the Products when they are in the Supplier's possession and/or control. The Supplier shall promptly notify IPL of any loss or destruction of or damage to the Products and shall reimburse IPL for the same within 90 days of the loss, destruction or damage. The Supplier shall maintain the Products in satisfactory condition and keep them insured from such time as they come into the Supplier's possession and/or control for their full value against all risks with a reputable insurer. IPL/its suppliers (as appropriate) shall retain ownership of the Products at all times. The Supplier shall not acquire any rights whatsoever in relation to the Products as a result of its provision of the Services and/or any other services. The Supplier undertakes that it will not under any circumstances impose or seek to impose a lien whether general or specific, charge or other encumbrance in respect of the Products, whether in respect of any claims for outstanding sums under the Contract or as collateral for any third party lending or finance or otherwise. The Supplier will at all times hold the Products as bailee and will do nothing to prejudice IPL's (or IPL's suppliers') title or rights to the Products, and will deliver up the Products to IPL on demand and if the Supplier fails to do so promptly IPL may enter any premises of the Supplier where the Products are stored in order to recover them.

## 6 PAYMENT

(a) In return for the Supplier's provision of the Deliverables, IPL shall pay the Charges in the manner provided in this Clause 6.

(b) IPL shall pay any VAT due in relation to the Charges, provided that the VAT due is correctly identified in the Supplier's invoice.

(c) To allow IPL to pay amounts that are due, the Supplier must ensure that:

- (a) all relevant invoices are prepared in pounds sterling;
- (b) each invoice lists a valid purchase order number;
- (c) each invoice lists the Deliverables that have been provided and gives a breakdown of all associated Charges that are due;
- (d) every invoice is received by IPL within 180 days of the date of the provision of the Deliverables to which it relates. If IPL does not receive the Supplier's invoice within such timescale, the invoice shall automatically be treated as being in dispute and IPL shall have no obligation to pay any amounts to the Supplier in respect of the relevant Deliverables unless otherwise agreed by the parties in writing; and
- (e) each invoice has a unique invoice number (i.e. a different number to that of any previous invoices the Supplier has issued).

(d) IPL shall not be obliged to pay for any Deliverables which do not meet the description of the Deliverables set out in the Contract or which have not otherwise been agreed by IPL in writing and IPL shall not be obliged to pay any invoice which does not meet the criteria set out in clause 6c) above.

(e) Subject to any statement to the contrary in the Contract, payment shall be made by IPL on its next weekly payment run following 60 days after the date of receipt of a valid invoice, unless IPL has notified the Supplier in writing that it is a "small supplier" in which case until IPL notifies the Supplier that it is no longer a "small supplier" payment will be made within 30 days (cash in bank) of the date of receipt of a valid invoice. If IPL does not pay a valid invoice within these timescales that failure will not constitute a breach of the Contract until the non-payment has been notified to the IPL Legal Team ([legal@ipl-ltd.com](mailto:legal@ipl-ltd.com)) and IPL have not paid the invoice concerned within a further 30 days of receipt of the nonpayment notice by the IPL Legal Team.

(f) The Charges are deemed to be fully inclusive of all costs, including (but not limited to) taxes (except VAT), import or export duties, insurance, parts, labour costs and any expenses such as travel and food costs. Any expenses payable by IPL must be agreed in advance by IPL in writing and must be incurred in accordance with IPL's expenses policy, a copy of which is available on written request.

(g) Where the Supplier owes IPL money (either under the Contract or a separate contract) IPL shall be entitled to offset such monies in whole or in part against the Charges.

(h) Any dispute that IPL has in relation to any Supplier invoice (whether that dispute arises before or after payment) shall be notified to the Supplier in writing (including where only part of an invoice is in dispute) IPL shall pay the undisputed amount in accordance with the payment terms set out in this Clause 6.

(i) If a party fails to make any payment due to the other under the Contract by the due date for that payment then the defaulting party must pay interest on the overdue amount calculated at a rate equal to 2% per annum above the base lending rate of Barclays Bank plc (as that rate may be updated from time to time). Such interest shall accrue on a daily basis from the original due date for payment until the date of actual payment of the overdue amount, whether that date of actual payment falls before or after any court judgement. The defaulting party must pay the interest together with the overdue amount. This Clause shall not apply to payments the defaulting party disputes in good faith. The parties agree that the level of interest payable under this Clause is a substantial contractual remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).

## 7 RIGHT TO AUDIT

(a) The Supplier agrees that IPL, or an agent or representative appointed on IPL's behalf, has the right, during normal business hours, to carry out an Audit. This right will exist during the term of the Contract and for one year after its expiry or termination. The Supplier agrees to co-operate with the Audit and where requested, provide access to its staff, systems, premises and relevant documentation.

(b) IPL shall meet the costs that it incurs in carrying out an Audit, unless the Audit reveals either a discrepancy in relation to the valuation of the Goods and/or Services against the Charges which exceeds 1%, or where the Audit gives IPL cause to believe that the Supplier has otherwise breached the terms of the Contract or is experiencing Significant Financial Difficulties, in which case:

- (i) the Supplier must promptly on demand, reimburse to IPL the costs of the Audit; and
- (ii) following any relevant reconciliation, the correct valuation of the Goods and/or Services will be applied and relevant corrective payments (if any) will then be promptly made.

## 8 LIABILITY

(a) IPL shall have no liability in relation to any statement made by IPL or by any other person or organisation on IPL's behalf, prior to the Effective Date, save where and to the extent that the statement concerned constitutes a fraudulent misrepresentation.

- (b) The Supplier shall indemnify IPL and keep IPL fully indemnified against all and any loss it may suffer as a result of the Supplier's breach, non compliance or default of its obligations under the Contract.
- (c) Both parties agree that nothing in the Contract is intended to exclude or limit either party's liability for:
  - (i) death or personal injury caused by negligence; or
  - (ii) fraud, including fraudulent misrepresentation of the type referred to in Clause 8(a).
- (d) Neither party shall have any liability in contract, tort or otherwise arising out of or in connection with the Contract for any indirect, loss or damage.

#### 9 INSURANCE

- (a) The Supplier must maintain insurance policies with an insurer with a Standard & Poor's (S&P) Insurer Security rating of no less than A- (A minus) covering the following risks:
  - (i) Employer's liability with a minimum limit of £10,000,000 per occurrence;
  - (ii) Public liability with a minimum limit of £5,000,000 (£10,000,000, if the Deliverables involve the use of heat within any IPL Premises) per occurrence;
  - (iii) Product liability with a minimum limit of £5,000,000 (10,000,000, if the Deliverables involve the use of heat within any IPL Premises) per occurrence and in the aggregate of claims in any one policy year;
  - (iv) Professional indemnity where and to the extent relevant to the type of Services being provided; and
  - (v) Risks against which it is usual to insure a business of the type carried out by the Supplier or which IPL specifically asks the Supplier to take out on or around the Effective Date.
- (b) The Supplier must procure that all liability policies must contain an "indemnity to principal" clause.
- (c) The Supplier agrees promptly to provide copies of its insurance policies to IPL on request.

#### 10 TERMINATION

- (a) IPL may bring the Contract to an end at any time by issuing the Supplier with 1 month's written notice to that effect.
- (b) The Supplier may bring the Contract to an end at any time by issuing IPL with 3 months' written notice to that effect.
- (c) Due to the level of disruption that IPL could suffer if the Contract is brought to an end by the Supplier during the busiest periods of IPL's trading year, the parties agree that if the Supplier is entitled to terminate and the termination would otherwise be scheduled to occur between:
  - (i) 1 December and the following 7 January, termination will actually occur on 8 January; or
  - (ii) the date falling 2 weeks before Easter Sunday and the date falling 1 week after Easter Sunday, termination will actually occur on the 8<sup>th</sup> day after Easter Sunday.
- (d) Either party may issue a notice that brings the Contract to an end immediately if the other party:
  - (i) commits a material breach of the Contract (which in the case of a breach capable of remedy is not remedied within 14 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied); or
  - (ii) stops trading or gets in a position whereby it can't pay its debts and/or an insolvency situation arises.
- (e) Without affecting the other ways in which IPL is expressly permitted to end the Contract, IPL can terminate the Contract immediately on written notice where the Supplier:
  - (i) repeatedly fails to meet its obligations as detailed in the Contract;
  - (ii) breaches any of the warranties in Clauses 4,5 and 13(b);
  - (iii) becomes controlled or owned by a different company or entity than the one that controlled or owned the Supplier at the date of the Contract;
  - (iv) does something, or is alleged to have done something which could damage or has damaged IPL's brand, reputation or goodwill or the brand, reputation or goodwill of an IPL Group Company; or
  - (v) commits, or is alleged to have committed an act of bribery, corruption or fraud.
- (f) If one of the reasons allowing IPL to end the Contract occurs, IPL may decide to end the Contract as a whole, or just certain elements of the Deliverables. At the relevant time, IPL will confirm its chosen option to the Supplier in writing.
- (g) IPL shall be entitled to end the Contract on written notice if the Supplier is experiencing Significant Financial Difficulties. The Supplier must ensure that IPL is informed immediately after the Supplier becomes aware of any situation which would reasonably be expected to lead the Supplier to experience Significant Financial Difficulties.

#### 11 CONSEQUENCES OF TERMINATION

- (a) When the Contract ends, the Supplier agrees to return to IPL all papers, documents and records (with any copies) which the Supplier has that relate to the Deliverables or the Contract. IPL may ask the Supplier to destroy that documentation rather than return it, in which case the Supplier must do so promptly.
- (b) During any termination notice period and for a reasonable period afterwards, the Supplier must help ensure the smooth handover of provision of the Deliverables by giving any assistance that IPL reasonably requests, subject to IPL paying the Supplier's reasonable costs incurred in doing so.
- (c) Any provision of the Contract which expressly or by implication is intended to come into or continue in force on or after the termination of the Contract shall remain in full force and effect.
- (d) The fact that the Contract has come to an end will not affect the validity of any debt or liability that is owed by one party to the other party prior to the date on which the Contract ends.

#### 12 TUPE

- (a) TUPE might apply on termination of the relationship between IPL and the Supplier if the Supplier is not mainly supplying Goods but provides Services to IPL. If TUPE applies so as to transfer the contracts of employment of any Service Personnel to IPL or a New Supplier, the Supplier shall indemnify IPL and any New Supplier against all costs, claims, liabilities and expenses (including legal expenses on an indemnity basis) in connection with or as a result of:
  - (i) any claim or demand brought by any Service Personnel (or on their behalf by a trade union or other representative) arising directly or indirectly from any act, fault or omission of the Supplier or any subcontractor of the Supplier at any time including, but not limited to, any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination, equal pay, a protective award, or any claim in respect of industrial injuries or illnesses or other liabilities arising from incidents affecting Service Personnel or any claim in tort or otherwise;
  - (ii) any claim brought by any Service Personnel (or on their behalf by any trade union or other representative) in respect of a failure by the Supplier or any subcontractor of the Supplier to comply with its obligations under TUPE;
  - (iii) the transfer to IPL or a New Supplier of any right under or in connection with an occupational pension scheme which relates to any matter, right or claim otherwise in relation to old age, invalidity or survivors' benefits under such a scheme;
  - (iv) any claim (including any individual entitlement of such a person under or consequent on such claim) by any trade union or other body or person representing Service Personnel (or any of them) arising from or connected with any failure to comply with any legal obligation to such trade union, body or person;
  - (v) any claim of any kind by anyone other than any Service Personnel who argues that they should have transferred to IPL or a New Supplier under TUPE; and
  - (vi) the Supplier's breach of Clause 12 (b) below.
- (b) From the first date on which the Supplier receives written notification of a Transfer Event or on which a termination notice is issued by either party in accordance with Clause 10, if TUPE applies, the Supplier must not (and in the event that the Supplier has appointed a sub-contractor to provide the Services, will ensure that the relevant sub-contractor will not):
  - (i) increase the total number of employees who are providing the Services;
  - (ii) make or agree to make any changes to the terms and conditions of employment of any of the employees who are providing the Services;
  - (iii) increase the proportion of working time spent by any employees working on the Services; or
  - (iv) introduce any new contractual or customary right to any payment to employees working on the Services on the termination of their employment or otherwise.
- (c) While the Contract applies, the Supplier will provide to IPL any information that IPL may reasonably require relating to any individual employee, assigned to or engaged in providing the Services (subject to data protection requirements).

#### 13 INTELLECTUAL PROPERTY

- (a) All intellectual property rights (including, but not limited to, copyright, design rights and database rights) in data relating to the customers of IPL or an IPL Group Company or in work prepared, conducted or produced by the Supplier, or on the Supplier's behalf, for IPL through the provision of the Deliverables, will be owned by IPL in and the Supplier hereby assigns all such intellectual property rights to IPL in full by way of a current assignment of future rights (what the law describes as being a transfer made with full title guarantee) with effect from the date upon which any relevant material or data is created.
- (b) For the avoidance of doubt, any relevant intellectual property rights not falling within the scope of Clause 13(a) ("pre-existing IPR") shall remain vested in the original owner and any such rights in anything that IPL or any other IPL Group Company supplies to the Supplier may only be used by the Supplier to fulfil its obligations under the Contract.

- (b) The Supplier warrants that immediately prior to any transfer of rights made to IPL under Clause 13(a), the Supplier was the sole legal and beneficial owner of all intellectual property rights in the materials or data concerned.
- (c) At IPL's request, the Supplier must do whatever is necessary (including the signature of any relevant document and/ or the grant of relevant power of attorney) to transfer any intellectual property rights as necessary to give effect to Clause 13(a).
- (d) If, in the provision of the Deliverables, the Supplier uses any material that falls outside the scope of Clause 13(a) (whether by virtue of that material being generated by the Supplier for purposes other than the provision of the Deliverables or that material being owned by a third party) the Supplier hereby grants IPL a non-exclusive, world wide, perpetual, royalty-free licence (including the right to grant sub-licences), to use those materials.
- (e) The Supplier agrees to indemnify IPL against all costs, expenses (including reasonable legal costs), damages and losses resulting from or arising in connection with any claim brought against IPL for actual or alleged infringement of any third party's intellectual property rights in any of the materials assigned or licensed under the Contract.
- (f) The Supplier irrevocably waives in favour of IPL any moral rights it may have in terms of Chapter IV of Part 1 of the Copyright, Designs and Patents Act 1988, and any similar rights available in any part of the world and must procure that all employees, third parties and sub-contractors used in the performance of the Services shall similarly waive such moral rights.
- (g) If the Supplier supplies branded Goods of any IPL Group Company (meaning any Goods carrying the "ASDA", "George" or any other brand or trade mark (whether registered or unregistered), belonging to or controlled by or under the direction of any IPL Group Company), the Supplier must only apply branded labelling that has been approved by IPL (or IPL's representative) in writing. The Supplier must not supply such branded Goods to another person and the Supplier agrees to dispose of (at its own cost) any such Goods that are in its possession when the Contract comes to an end, unless IPL has agreed to purchase them.

#### 14 CONFIDENTIALITY

- (a) IPL and the Supplier must keep each other's confidential information in relation to the provision of the Deliverables or the Contract confidential and must not disclose it to any third party (or allow anyone else to do so) except as strictly necessary to perform an obligation imposed under the Contract. However, that restriction does not apply to information which:
  - (i) is generally available to the public (unless that public availability was caused by either party failing to keep such confidential information secret);
  - (ii) was already known to the receiving party (unless the receiving party was already bound by an obligation to keep that information confidential); or
  - (iii) the receiving party is required by a court order or other legal obligation to disclose.
- (b) This Clause 14 will continue to apply even after the Contract has ended.
- (c) The Supplier agrees that it must not publicise the Contract or its relationship with IPL (including by using the IPL name or logo on any Supplier website or literature or any other depiction of IPL in any media format) unless IPL has given its prior written consent to that publicity.

#### 15 DATA PROTECTION

- (a) The expressions "Data Controller", "Data Processor", "Data Subject" "Personal Data", "Personal Data Breach" and "Process" have the meanings given to them in the Data Protection Laws.
- (b) The Supplier shall duly observe all its obligations under the Data Protection Laws which arise in connection with the provision of the Services under the Contract and not do anything which puts IPL in breach of the Data Protection Laws.
- (c) Insofar as the Supplier Processes Personal Data for IPL as a Data Processor, the Supplier shall:
  - (i) process the Personal Data solely on the documented instructions of IPL, for the purposes of providing the Services;
  - (ii) process only the types of Personal Data, relating to the categories of Data Subjects, and in the manner required to deliver the Services, and in the manner agreed by the parties;
  - (iii) take all measures required by Article 32 of the GDPR and/or any Policies to ensure the security of the Personal Data;
  - (iv) take reasonable steps to ensure the reliability of any staff who may have access to the Personal Data, and their treatment of the Personal Data as confidential;
  - (v) not transfer the Personal Data to any country outside the European Economic Area (EEA) without the prior written consent of IPL;
  - (vi) not permit any third party to Process the Personal Data without the prior written consent of IPL, such consent to be subject to the Supplier meeting the conditions set out in Article 28 (2) and (4) of the GDPR;
  - (vii) promptly notify IPL of any communication from a Data Subject regarding the Processing of their Personal Data, or any other communication (including from a supervisory authority) relating to either party's obligations under the Data Protection Laws in respect of the Personal Data;
  - (viii) immediately upon becoming aware, and in any case within 24 hours, notify IPL of any Personal Data Breach, such notice to include all information reasonably required by IPL to comply with its obligations under the Data Protection Laws;
  - (ix) permit IPL, on reasonable prior notice, to inspect and Audit the facilities and systems used by the Supplier to Process the Personal Data, the technical and organisational measures used by the Supplier to ensure the security of the Personal Data and any and all records maintained by the Supplier relating to that Processing;
  - (x) provide any assistance reasonably requested by IPL in relation to (i) any communication received under clause 15(c)(vii), as well as any similar communication received by IPL directly; and (ii) any Personal Data Breach, including by taking any appropriate technical and organisational measures reasonably requested by IPL;
  - (xi) where requested by IPL, delete any Personal Data in accordance with IPL's then current data retention policy; and
  - (xii) cease Processing the Personal Data immediately upon the termination or expiry of the Contract and at IPL's option either return, or securely delete the Personal Data.

#### 16 GENERAL

- (a) The parties agree that any notice issued under the Contract must be made in writing (which shall include email) and shall be deemed to have been received 2 days after the date on which it was posted (or in the case of email, at the time of transmission or where the email is received after 5pm on a working day it will be deemed to be received on the next working day). Notices to IPL must be sent to the Company Secretary, Unit 1 Foxbridge Way, Normanton, West Yorkshire WF6 1TN or (if by email) to legal@ipl-tdc.com and must be copied to the IPL Legal Team at the same address. If a notice to IPL (including any notice by email) is not copied to the IPL Legal Team, it will be deemed to be invalid. Notice by email must be followed up by postal notice to the IPL Legal Team at the postal address set out above within 48 hours to be validly served. Notices to the Supplier may be sent to the Supplier's registered office or to any address for the Supplier as notified to IPL by the Supplier, or (if by email) to any email address for the Supplier provided to IPL by the Supplier.
- (b) The Supplier is an independent contractor maintaining its own separate legal identity. The Contract does not therefore create any partnership or joint venture between IPL and the Supplier and the Supplier has no right to contract in the name of IPL or make any promises on IPL's behalf.
- (c) If at any time either party has a claim against the other which it does not pursue quickly, that shall not mean that the claim can't be pursued subsequently, when the party concerned is ready.
- (d) If a court decides that part of the Contract is not enforceable in law, that decision does not alter the enforceability of the rest of the Contract.
- (e) The Contract and the documents referred to in it, contain everything agreed between the parties in relation to the Supplier's provision of the Deliverables. Amendments to the Contract will only be validly made where set out in a written document signed by both parties.
- (f) The Supplier must not assign or otherwise transfer the Contract or any right or obligation imposed under the Contract without first securing IPL's consent in writing. IPL shall be entitled, without consent, to assign or otherwise transfer the Contract to any IPL Group Company.
- (g) The Supplier shall be fully responsible for the actions and failings of any subcontractor that it uses in providing the Deliverables. Before the Supplier appoints any subcontractor, it must first secure IPL's consent to the proposed arrangement, in writing.
- (h) The Contract is particular to IPL and the Supplier. Therefore both parties agree that, except as expressly provided in Clause 12, which may be enforced by the New Supplier, no third party will be able to enforce any right or obligation detailed in the Contract, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. The rights of IPL and the Supplier to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any third party.
- (i) The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by English Law. The parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.