

## 1. INTERPRETATION

In these Conditions:

'Buyer' means TR Fastenings Limited or if applicable any other subsidiary of Trifast plc, "the Buyer" shall be a reference to such buyer either in addition to or substitution for TR Fastenings Limited (as the case may require).

- 'Applicable Law' means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction.
- 'Acceptance Conditions' has the meaning given in clause 7.2.
- '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 Buyer and the Seller.
- 'Contract' means the contract for the sale and purchase of the Goods and/or the supply and acquisition of the Services in accordance with these Conditions.
- 'Controller' shall have the meaning given in applicable Data Protection Laws from time to time.
- 'Data Protection Laws' means all Applicable Law relating to the processing, privacy and/or use of Personal Data, as applicable to either party or the Deliverables, including:
  - (a) the GDPR;
  - (b) the Data Protection Act 2018;
  - (c) any laws which implement any such laws;
  - (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and
  - (e) all guidance, guidelines and codes of practice issued by any relevant Data Protection Supervisory Authority relating to such Data Protection Laws (in each case whether or not legally binding).
- 'Data Protection Supervisory Authority' means any regulator, authority or body responsible for administering Data Protection Laws.
- 'Data Subject' shall have the meaning given in applicable Data Protection Laws from time to time; 'Deliverables' means all documents, products and materials developed by the Seller or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
- 'Delivery Address' means the address or addresses for delivery of the Goods and performance of the Services as stated on the Order or, if no such address is stated, the principal trading address of the Buyer.
- 'Goods' means the goods (including any instalment of the goods or any part of them) described in the Order.
- 'GPDR' means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time).
- 'Order' means the Buyer's purchase order to which these Conditions are annexed.
- 'Personal Data Breach' shall have the meaning given in applicable Data Protection Laws from time to time.
- 'Price' means the price of the Goods and/or the charge for the Services.
- 'Processing' has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including process, processed, and processes shall be construed accordingly).
- 'Processor' shall have the meaning given in applicable Data Protection Laws from time to time.
- 'Protected Data' means Personal Data received from or on behalf of the Buyer, or otherwise obtained in connection with the performance of the Seller's obligations under the Contract.
- 'Seller' means the person so described in the Order.

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- 'Services' means the services (if any) (including any part of them) described in the Order.
- 'Specification' means the description or specification for the Goods or Services agreed in writing by the Buyer and the Seller and includes any plans, drawings, data or other information relating to, or supplied in connection with, the Goods or Services.
- 'Writing' includes facsimile transmission, electronic mail and any other means of communication as may be agreed between the parties.

## 2. BASIS OF PURCHASE

- 2.1. The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to these Conditions.
- 2.2. These Conditions shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any quotation, correspondence or elsewhere or implied by trade, custom, practice or course of dealing unless specifically agreed to in writing by an authorised representative of the Buyer.
- 2.3. The Order will lapse unless unconditionally accepted by the Seller in writing within 7 days of its date, unless the Buyer otherwise agrees in writing.
- 2.4. No variation to the Order or these Conditions shall be binding unless agreed in writing by an authorised representative of the Buyer.

## 3. SPECIFICATIONS

- 3.1. The quantity, quality and description of the Goods and the Services shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in writing by the Buyer.
- 3.2. Any Specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall as between the Seller and the Buyer be the exclusive property of the Buyer. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract.
- 3.3. The Seller shall hold and maintain all licences, permissions, authorisations, consents and permits and shall comply with all applicable laws, regulations, regulatory policies or other legal requirements which may be required in relation to the manufacture, packaging, packing and delivery of the Goods and the performance of the Services and with any policies and/or Code of Conduct found on the Buyer's website (e.g. <https://www.trfastenings.com/company/documentation-and-policies>) from time to time, and/or that the Buyer provides to the Seller from time to time.
- 3.4. The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch, and the Seller shall provide the Buyer with all facilities reasonably required for inspection and testing.
- 3.5. If as a result of inspection or testing the Buyer is not satisfied that the Goods will comply in all respects with the Contract, and the Buyer so informs the Seller within 10 business days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.
- 3.6. The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.
- 3.7. All items delivered over and above the quantity set out in the Order will not be paid for. The Buyer agrees to notify the Seller within 10 business days of its discovery of such excess but shall have no other liability in respect thereof unless it in its sole discretion otherwise agrees. The Buyer shall be free to dispose of the same in the event that the Seller has not collected such excess within 10 business days of notification.

## 4. PRICE OF THE GOODS AND SERVICES

- 4.1. The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated, shall be:
  - 4.1.1. exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice); and
  - 4.1.2. inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax and all costs and expenses of the Seller incurred in connection with the performance of the Services.
- 4.2. No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in writing.
- 4.3. The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale.

## 5. TERMS OF PAYMENT

- 5.1. The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods, Deliverables, or completion of performance of the Services, as the case may be, and each invoice shall quote the number of the Order.
- 5.2. Unless otherwise stated in the Order, the Buyer shall pay the Price of the Goods, Deliverables, and/or the Services within 60 days after the end of the month of delivery of the Goods, Deliverables, or completion of performance of the Services in question by the Buyer unless the Goods or Services have been rejected by the Buyer in accordance with the provisions hereof.
- 5.3. If the Buyer fails to make a payment due to the Seller by the due date, then the Buyer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.3 shall accrue each day at 2% a year above the Bank of England's base rate from time to time.
- 5.4. The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.

## 6. DELIVERY

- 6.1. The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order, in either case during the Buyer's usual business hours.
- 6.2. Where the date of delivery of the Goods or of performance of the Services is to be specified by the Seller after the placing of Order, the Seller shall give the Buyer reasonable notice of the specified date.
- 6.3. The time of delivery of the Goods and of performance of the Services is of the essence of the Contract. If the Seller fails to deliver any of the Goods, Deliverables or perform any of the Services by the date specified in the Order, the Buyer shall (without prejudice to its other rights and remedies) be entitled at the Buyer's sole discretion:
  - 6.3.1. to terminate the Contract in whole or in part;
  - 6.3.2. to purchase the same or similar Goods and/or Services from another Seller;
  - 6.3.3. to refuse to accept the delivery or performance (as the case may be) of any more Goods and/or Services under the Contract;
  - 6.3.4. to recover from the Seller all costs and losses resulting to the Buyer from the failure in performance or delivery (as the case may be), including the amount by which the price payable by the Buyer to acquire those Deliverables from another Seller exceeds the price payable under the Contract and any loss of profit; and
  - 6.3.5. all or any of the foregoing.
- 6.4. A packing note quoting the number of the Order must accompany each delivery or consignment of the

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Goods and must be displayed prominently, together with any other information reasonably requested by the Buyer.

- 6.5. If the Goods are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single contract and not severable.
- 6.6. The Buyer shall be entitled to reject any Goods delivered or Service performed, which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods or Services until the Buyer has had a reasonable time to inspect them following delivery or performance or, if later, within a reasonable time after any latent defect in the Goods or Services has become-apparent.
- 6.7. The Seller shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and performance of the Services.
- 6.8. The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.
- 6.9. The Services shall be performed by the Seller at the Delivery Address on the date(s) specified in the Order.
- 6.10. The Services shall be deemed performed on confirmation of completion of the Acceptance Conditions by the Buyer in writing OR completion of the performance of the Services as specified in the Order.

### 7. ACCEPTANCE, REJECTION, AND INSPECTION

- 7.1. The Buyer shall not have accepted, or be deemed to have accepted, the Deliverables until the Acceptance Conditions are fulfilled, and the Buyer has notified confirmation of such to the Seller in writing.
- 7.2. The Acceptance Conditions are that:
  - 7.2.1. for Goods, the Goods and delivery note have been fully delivered to or at the Delivery Address;
  - 7.2.2. for Services, the Services have been performed in accordance with any relevant Specification at the Delivery Address; and
  - 7.2.3. all pre-delivery and post-delivery acceptance tests and inspections have been completed to the satisfaction of the Buyer at its sole discretion acting reasonably;
  - 7.2.4. the Buyer has notified the Seller in writing that the Deliverables have been delivered or performed (as the case may be) in full compliance with the Order and the Conditions of the Contract including this clause 7.
- 7.3. The Buyer shall be entitled to reject any Deliverables which are not in full compliance with the terms and conditions of the Contract. Any acceptance of defective, late, or incomplete Deliverables or any payment made in respect thereof, shall not constitute a waiver of any of the Buyer's rights and remedies, including its right to reject.
- 7.4. If the Goods are rejected due to the volume of the Goods exceeding the tolerances (if any) specified in the Order, the Seller shall promptly and at its own cost arrange for redelivery of the correct volume.
- 7.5. Any rejected Goods may be returned to the Seller by the Buyer at the Seller's cost and risk. The Seller shall pay to the Buyer a reasonable charge for storing and returning any of the Goods over-delivered or rejected.
- 7.6. The Buyer may require pre-delivery and/or post-delivery acceptance tests to be performed or to be carried out, at the Buyer's option, either by the Buyer or the Seller, and the results of the tests shall be made available to the Buyer.
- 7.7. The Buyer may inspect and test the Deliverables during performance or during manufacture or processing prior to despatch, and the Seller shall provide the Buyer with access to and use of all facilities reasonably required.
- 7.8. Any inspection or testing of the Deliverables shall not be deemed to be acceptance of the Deliverables or a waiver of any of the Buyer's other rights and remedies, including its right to reject.
- 7.9. The rights of the Buyer in this clause 7 are without prejudice to the Buyer's other rights and remedies under the Contract including under clause 9.

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### 8. RISK AND PROPERTY

- 8.1. Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract.
- 8.2. The property in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract.
- 8.3. Where the Buyer supplies its own or its customer(s) property to the Seller whether as part of the Specification or otherwise, the Seller shall be responsible for the storage, safe keeping and good order thereof and shall insure the same for its full market value against all risks (Where possible notifying the insurer of the interest of the Buyer therein).

### 9. WARRANTIES AND LIABILITY

- 9.1 The Seller warrants to the Buyer that the Goods:
  - 9.1.1. will be of satisfactory quality and fit for any purpose held out by the Seller or made known to the Seller in writing at the time the Order is placed and for use by the Buyer in the ordinary course of its business; .
  - 9.1.2. will be free from defects in design, material and workmanship;
  - 9.1.3. will correspond with any relevant Specification or sample; and
  - 9.1.4. will comply with all statutory requirements and regulations relating to the sale of the Goods.
- 9.2. The Seller warrants to the Buyer that:
  - 9.2.1. have all consents, licences and authorisations necessary to deliver and perform the Deliverables and/or Services;
  - 9.2.2. ensure the Contract is executed by a duly authorised signatory on behalf of Seller;
  - 9.2.3. provide high quality Documentation for the Deliverables and/or Services;
  - 9.2.4. ensure compliance and fulfilment of its obligations in accordance with the Order and the Contract;
  - 9.2.5. ensure compliance and fulfilment of its obligations in accordance with the Order and the Contract;
  - 9.2.6. the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and with the best care, skill and diligence in accordance with best practice in the Seller's industry, profession or trade using products of such high standards of quality as it is reasonable for the Buyer to expect in all the circumstances; and
  - 9.2.7. the Services shall conform with all descriptions and the Specification; and
  - 9.2.8. the Deliverables shall be fit for any purpose the Buyer expressly or impliedly makes known to the Seller.
  - 9.2.9. it conducts their business in compliance with all lawful international sanctions regimes, and that they do not engage with any sanctioned parties. As such, the Seller must:
    - 9.2.9.1. be aware of, and fully comply with, all lawful sanctions regimes affecting their business; and
    - 9.2.9.2. to carry out regular checks on their business partners to ensure that they are not designated, blocked or otherwise targeted by applicable economic or trade sanctions in order to avoid doing business with sanctioned parties.
- 9.3. Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract (including, for the avoidance of doubt, by any specified or due date), then the Buyer shall be entitled, at its option and whether or not it has accepted the Goods:
  - 9.3.1. To require the Seller to repair the Goods or to supply the original or replacement Goods or re-perform the Services (as applicable) in accordance with the Contract within 7 days; or
  - 9.3.2. At the Buyer's sole option, and whether or not the Buyer has previously required the Seller to repair the Goods or to supply the original or any replacement Goods or Services pursuant to Clause 9.3.1, and/ or

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- 9.3.3. To treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid and the Seller to collect any Goods already supplied, or, at the Seller's risk and expense, to return any Goods already supplied.
- 9.4. The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer (Whether to its own customers or otherwise) as a result of or in connection with:
  - 9.4.1. breach of any warranty given by the Seller in relation to the Goods or the Services;
  - 9.4.2. any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trademark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;
  - 9.4.3. any liability under the Consumer Protection Act 1987 in respect of the Goods;
  - 9.4.4. any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering or installing the Goods and/or performing the Services in accordance with the provisions of the Contract; and
  - 9.4.5. any act or omission of any of the Seller's personnel in connection with the performance of the Services.

## 10. CONFIDENTIALITY

- 10.1. Each party undertakes that it shall not at any time during the Contract and for a minimum period of 5 years after termination of the Contract or such other period as may be imposed on the Buyer by its end customer and notified by the Buyer to the Seller, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 10.2.
- 10.2. Each party may disclose the other party's confidential information:
  - 10.2.1. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information must comply with this Clause 10; and
  - 10.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

## 11. INSURANCE

During the term of the Contract and for a period of 6 years thereafter, the Seller shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## 12. CANCELLATION

- 12.1. The Buyer shall have the right to cancel the Order for the Goods, Deliverables or Services for any part of the Goods, Deliverables or Services which have not yet been, in the case of Goods, delivered to, and in the case of Services, performed for, the Buyer.
- 12.2. In relation to any Order cancelled or part-cancelled under clause 12, on receipt of validly issued and properly documented evidence, the Buyer shall pay for:
  - 12.2.1. in respect of any Goods, that part of the price which relates to the Goods which at the time of cancellation have been delivered to, commissioned for, or in transit to the Buyer; and

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- 12.2.2. in respect of any Goods, the costs of materials which the Seller has purchased to fulfil the Order for the Goods which cannot be used for other orders or be returned to the Seller's Seller of those materials for a refund; and
- 12.2.3. in respect of any Services, that part of the Price that relates to the Services which, at the time of cancellation have been paid for or contractually committed by the Seller and cannot be cancelled.
- 12.3. To the maximum extent possible, the Seller shall mitigate all costs relating to the Order immediately upon receipt of cancellation under this clause 12.

### 13. TERMINATION

- 13.1. The Buyer shall be entitled to cancel and/or suspend the Order in respect of all or part only of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery or performance, in which event the Buyer's sole liability shall be to pay to the Seller the Price for the Goods or Services in respect of which the Buyer has exercised its right of cancellation, less the Seller's net saving of cost arising from cancellation.
- 13.2. The Buyer shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:
  - 13.2.1. the Seller (being an individual) is the subject of a bankruptcy application or order or commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts or makes a proposal for or enters into any arrangement or compromise with its creditors or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
  - 13.2.2. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or
  - 13.2.3. the Seller ceases, or threatens to cease, to carry on business; or
  - 13.2.4. the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly; or
  - 13.2.5. the Seller commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 business days after being notified in writing to do so.

### 14. BRIBERY

- 14.1. The Seller shall:
  - 14.1.1. comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including the Bribery Act 2010 ("Relevant Requirements");
  - 14.1.2. 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 United Kingdom;
  - 14.1.3. comply with the Buyer's ethics, anti-bribery and anti-corruption policies as contained in the Buyer's Code of Conduct found on the Buyer's website (<https://www.trfastenings.com/code-of-business-conduct>) and/or as notified to the Seller by the Buyer from time to time ("Relevant Policies");
  - 14.1.4. have and shall maintain in place its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and Clause 14.1.2, and will enforce them where appropriate;
  - 14.1.5. promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Seller in connection with the performance of the Contract;
  - 14.1.6. immediately notify the Buyer 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 officers, employees or direct or indirect owners at the date of the Contract); and

- 14.1.7. within 6 months of the date of the Contract, and annually thereafter, certify to the Buyer in writing signed by an officer of the Seller, compliance with this Clause 14 by the Seller and all persons associated with it and all other persons for whom the Seller is responsible under Clause 14.2. The Seller shall provide such supporting evidence of compliance as the Buyer may reasonably request.
- 14.2. The Seller shall ensure that any person associated with the Seller who is providing goods or services in connection with the 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 Clause 14 (“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 Buyer for any breach by such persons of any of the Relevant Terms.
- 14.3. Breach of this Clause 14 shall be deemed a breach of the Contract which is not capable of being remedied and which entitles the Buyer to terminate the Contract forthwith.
- 14.4. For the purpose of this Clause 14, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 14 a person associated with the Seller includes but is not limited to any subcontractor of the Seller.

## 15. MODERN SLAVERY

- 15.1. In performing its obligations under the Contract, the Seller shall:
  - 15.1.1. 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;
  - 15.1.2. comply with any anti-slavery policy provided to the Seller by the Buyer from time to time;
  - 15.1.3. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
  - 15.1.4. take all reasonable steps to ensure that slavery and human trafficking are not taking place in its business or supply chain; and
  - 15.1.5. include in its contracts with its subcontractors and Sellers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 15.
- 15.2. The Seller represents and warrants that neither the Seller nor any of its officers, employees or other persons associated with it:
  - 15.2.1. has been convicted of any offence involving slavery and human trafficking; and
  - 15.2.2. 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.
- 15.3. The Seller shall notify the Buyer as soon as it becomes aware of:
  - 15.3.1. any breach, or potential breach of any anti-slavery policy notified under clause 15.1.2; or
  - 15.3.2. any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Contract.

## 16. PROCESSING OF PERSONAL DATA

- 16.1. The parties agree that the Buyer is a Controller and that the Seller is a Processor for the purposes of processing Protected Data pursuant to the Contract. The Seller shall, and shall ensure its Sub-Processors and each of the Seller Personnel shall, at all times comply with all Data Protection Laws in connection with the processing of Protected Data and the provision of the Deliverables and shall not by any act or omission cause the Buyer (or any other person) to be in breach of any of the Data Protection Laws. Nothing in the Contract relieves the Seller of any responsibilities or liabilities under Data Protection Laws.



- 16.2. The Seller shall indemnify and keep indemnified the Buyer against:
  - 16.2.1. all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, sanctions, expenses, compensation paid to Data Subjects (including compensation to protect goodwill and ex gratia payments), demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a Data Protection Supervisory Authority) arising out of or in connection with any breach by the Seller of its obligations under this clause 16; and
  - 16.2.2. all amounts paid or payable by the Buyer to a third party which would not have been paid or payable if the Seller's breach of this clause 16 had not occurred.
- 16.3. The Seller shall only process (and shall ensure Seller Personnel only process) the Protected Data in accordance with clause 16, the Contract and the Buyer's written instructions from time to time (including when making any transfer to which clause 16.9 relates) except where otherwise required by applicable law (and in such a case shall inform the Buyer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest). The Seller shall immediately inform the Buyer if any instruction relating to the Protected Data infringes or may infringe any Data Protection Law. The Seller shall retain records of all instructions relating to the Protected Data received from the Buyer.
- 16.4. The Seller shall at all times implement and maintain appropriate technical and organisational measures to protect Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access. Such technical and organisational measures shall be at least equivalent to the technical and organisational measures set out in Part C of the schedule and shall reflect the nature of the Protected Data.
- 16.5. The Seller shall:
  - 16.5.1. not permit any processing of Protected Data by any agent, subcontractor or other third party (except its own employees that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the prior specific written authorisation of that Sub-Processor by the Buyer and only then subject to such conditions as the Buyer may require;
  - 16.5.2. ensure that access to Protected Data is limited to the authorised persons who need access to it to supply the Deliverables;
  - 16.5.3. prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a binding written contract containing the same obligations as under this clause 16 in respect of Protected Data that (without prejudice to, or limitation of, the above):
    - (a) includes providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing of the Protected Data will meet the requirements of all Data Protection Laws; and
    - (b) is enforceable by the Seller,and ensure each such Sub-Processor complies with all such obligations.
  - 16.5.4. remain fully liable to the Buyer under the Contract for all the acts and omissions of each Sub-Processor and each of the Seller Personnel as if they were its own; and
  - 16.5.5. ensure that all persons authorised by the Seller or any Sub-Processor to process Protected Data are reliable and:
    - (a) adequately trained on compliance with this clause 16 as applicable to the processing;
    - (b) informed of the confidential nature of the Protected Data and that they must not disclose Protected Data;
    - (c) subject to a binding and enforceable written contractual obligation to keep the Protected Data confidential; and
    - (d) provide relevant details and a copy of each agreement with a Sub-Processor to the Buyer on request.
- 16.6. The Seller shall (at its own cost and expense):
  - 16.6.1. promptly provide such information and assistance (including by taking all appropriate technical and

organisational measures) as the Buyer may require in relation to the fulfilment of the Buyer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws); and

- 16.6.2. provide such information, co-operation and other assistance to the Buyer as the Buyer reasonably requires (taking into account the nature of processing and the information available to the Seller) to ensure compliance with the Buyer's obligations under Data Protection Laws, including with respect to:
  - (a) security of processing (including with any review of security measures);
  - (b) data protection impact assessments (as such term is defined in Data Protection Laws);
  - (c) prior consultation with a Data Protection Supervisory Authority regarding high risk processing; and
  - (d) any remedial action and/or notifications to be taken in response to any Personal Data Breach and/or any complaint or request relating to either party's obligations under Data Protection Laws relevant to the Contract, including (subject in each case to the Buyer's prior written authorisation) regarding any notification of the Personal Data Breach to Data Protection Supervisory Authorities and/or communication to any affected Data Subjects.
- 16.7. The Seller shall (at no cost to the Buyer) record and refer all requests and communications received from Data Subjects or any Data Protection Supervisory Authority to the Buyer which relate (or which may relate) to any Protected Data promptly (and in any event within 3 days of receipt) and shall not respond to any without the Buyer's express written approval and strictly in accordance with the Buyer's instructions unless and to the extent required by applicable law.
- 16.8. The Seller shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to any country or territory outside the United Kingdom or to any International Organisation without the prior written authorisation of the Buyer (which may be refused or granted subject to such conditions as the Buyer deems necessary).
- 16.9. The Seller shall (and shall ensure all Sub-Processors shall) promptly make available to the Buyer (at the Seller's cost) such information as is reasonably required to demonstrate the Seller's and the Buyer's compliance with their respective obligations under this clause 16 and the Data Protection Laws, and allow for, permit and contribute to audits, including inspections, by the Buyer (or another auditor mandated by the Buyer) for this purpose at the Buyer's request from time to time. The Seller shall provide (or procure) access to all relevant premises, systems, personnel and records during normal business hours for the purposes of each such audit or inspection upon reasonable prior notice (not being more than two Business Days) and provide and procure all further reasonable co-operation, access and assistance in relation to any such audit or inspection.
- 16.10. The Seller shall promptly (and in any event within 24 hours):
  - 16.10.1. notify the Buyer if it (or any of its Sub-Processors or the Seller Personnel) suspects or becomes aware of any suspected, actual or threatened occurrence of any Personal Data Breach in respect of any Protected Data; and
  - 16.10.2. provide all information as the Buyer requires to report the circumstances referred to in clause 16.10.1 to a Data Protection Supervisory Authority and to notify affected Data Subjects under Data Protection Laws.
- 16.11. The Seller shall (and shall ensure that each of the Sub-Processors and Seller Personnel shall) without delay (and in any event within 3 days), at the Buyer's written request, either securely delete or securely return all the Protected Data to the Buyer in such form as the Buyer reasonably requests after the earlier of:
  - 16.11.1. the end of the provision of the relevant Deliverables related to processing of such Protected Data; or
  - 16.11.2. once processing by the Seller of any Protected Data is no longer required for the purpose of the Seller's performance of its relevant obligations under the Contract,
- and securely delete existing copies (except to the extent that storage of any such data is required by applicable law and, if so, the Seller shall inform the Buyer of any such requirement).
- 16.12. This clause 16 shall survive termination or expiry of the Contract for any reason.

- 16.13. The Seller shall perform all its obligations under this clause 16 at no cost to the Buyer.
- 16.14. Nothing in this Contract affects the rights of Data Subjects under Data Protection Laws (including those in Articles 79 and 82 of the GDPR or in any similar Data Protection Laws) against the Buyer, the Seller or any Sub-Processor.

### 17. ANTI-TAX EVASION FACILITATION

- 17.1. For the purposes of this clause 17:
  - 17.1.1. the expressions 'associated with', 'prevention procedures', 'UK Tax Evasion Offence' and 'Foreign Tax Evasion Offence' shall be construed in accordance with Part 3 of the Criminal Finances Act 2017 (CFA 2017) and guidance published under it;
  - 17.1.2. Corporate Failure to Prevent Offence means an offence under section 45 and/or section 46 of CFA 2017 and any other applicable United Kingdom laws, legislation, statutory instruments and regulations in relation to preventing the facilitation of tax evasion and any similar or equivalent laws in any other relevant jurisdiction;
  - 17.1.3. Seller Associated Persons means all or any of the following:
    - (a) persons associated with the Seller (Seller's Associates); and
    - (b) persons associated with any of the Seller's Associates;

in each case, involved in performing services for or on behalf of the Seller in connection with the Services and the Contract.

- 17.2. The Seller shall ensure that it and the Seller Associated Persons shall not by any act or omission commit, or cause, facilitate or contribute to the commission by any person including the Buyer, of a;
  - 17.2.1. Corporate Failure to Prevent Offence;
  - 17.2.2. UK Tax Evasion Offence; or
  - 17.2.3. Foreign Tax Evasion Offence.

in connection with the performance of the Services and the Contract.

- 17.3. The Seller shall not, and shall ensure that Seller Associated Persons shall not, solicit or engage with or take steps to solicit or engage with any person associated with the Buyer to facilitate the commission of a UK Tax Evasion Offence or a Foreign Tax Evasion Offence in connection with the performance of the Services and the Contract.
- 17.4. The Seller shall, and shall procure that Seller Associated Persons shall, pay, in full and in a timely manner, all taxes due and payable relating to all monies, remuneration, profit and value received or payable by the Seller or any Seller Associated Persons in connection with the performance of the Services or with the Contract or otherwise.
- 17.5. Without prejudice to clause 17.2, the Seller shall ensure that it and all relevant Seller Associated Persons have in place such prevention procedures as it is reasonable in all the circumstances to expect the Seller and such persons to have in place to prevent any breach of this clause 17;
- 17.6. The Seller warrants and represents that it has not, and, no Seller Associated Persons have:
  - 17.6.1. been investigated in connection with, or charged with having committed or facilitated the commission of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence;
  - 17.6.2. received any court orders, warrants, oral or written notices from a government prosecuting authority concerning any actual or alleged violation by it of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence; or
  - 17.6.3. received any report (including a report from the Seller's external auditors, any Seller Associated Persons or any other person) or discovered any evidence suggesting that the Seller or any Seller Associated Persons has committed or facilitated the commission of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence.

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- 17.7. The Seller shall immediately notify the Buyer as soon as it becomes aware of any allegation, investigation, evidence or report relating to a breach or possible breach of any of the requirements in this clause 17. Any breach of this clause 17 by the Seller shall be deemed a material breach of the Contract that is not remediable and entitle the Buyer to immediately terminate the Contract by notice under clause 13.2.5.

### 18. COUNTERFEIT MATERIAL

No counterfeit Goods and/or Deliverables will be supplied. In the event that Goods and/or Deliverables supplied as part of an Order or Contract constitute or include counterfeit goods or deliverables, the Seller will immediately, at their own expense, replace such counterfeit Goods and/or Deliverables with genuine Goods and/or Deliverables conforming to the requirements of the Order or Contract. Notwithstanding any other provision in the Order or Contract the Seller will be liable for all costs relating to the removal and replacement of counterfeit Goods and/or Deliverables including without limitation the Buyer's costs of removing counterfeit Goods and/or Deliverables and of reinserting replacement Goods and/or Deliverables, plus any testing necessitated by the reinstallation of Goods and/or Deliverables after counterfeit Goods and/or Deliverables have been exchanged.

### 19. TOOLING

- 19.1. This clause 19 apply to each Order for the purchase of tooling ('Tooling') and/or equipment ('Equipment') to be retained by the Seller.
- 19.2. Seller agrees to retain all cost records for tooling and equipment for a period of 3 years after receiving final payment or such longer period as may be required by Buyer's customer. All Tooling is to be made to Buyer's Specifications, as amended from time to time. Any exceptions must be authorized by Buyer on the face of an Order or Order amendment or in a writing signed by Buyer's authorised representative.
- 19.3. Seller shall promptly inform Buyer of any inconsistencies or ambiguities in Buyer's specifications of which Seller is or becomes aware. After reviewing Buyer's specifications, Seller must immediately notify Buyer in writing of any questions that Seller has concerning whether the Tooling or Equipment that Seller is producing will meet Buyer's needs. Seller shall provide Buyer with a schedule for completion of the Tooling or Equipment so that Buyer may monitor the ability and likelihood that Seller will meet its delivery requirements.
- **19.4. Inspection, Rejection and Payment.**
  - 19.4.1. Buyer shall have the right to inspect and test all Tooling and/or Equipment at all times and places including, when practicable, during manufacture. If any such inspection or test is made on Seller's premises, Seller shall furnish all reasonable facilities and assistance for a safe and convenient inspection or test without additional charge to Buyer. Buyer's inspection of the Tooling or Equipment, no matter when occurring, shall not constitute acceptance of any work-in-process, finished goods or Tooling or Equipment.
  - 19.4.2. Notwithstanding prior inspection, payment for, or use of the Tooling or Equipment, Buyer shall have the right to reject any of such Tooling or Equipment that does not conform to the specification and/or requirements of the Order.
  - 19.4.3. No payment of funds for Tooling and/or Equipment shall be made by Buyer until Seller transfers title to Buyer to the Tooling or Equipment free and clear of all liens, claims or other encumbrances and completes all related services, or, at Buyer's option, provides adequate assurance of continued performance in such form as requested by Buyer.
  - 19.4.4. Seller agrees that Buyer has the right to conduct an audit of Seller's expenditures, costs and expenses and payment shall occur after Buyer determines the final cost.
- 19.5. **Acceptance.** For purposes of each Order, acceptance of Tooling and Equipment shall be defined as receipt by Seller of a signed document from the Buyer's authorised representative of that acknowledges compliance of the Tooling and/or Equipment with all manufacturing specifications, including, without limitation, "run at rate," in a production environment at Buyer's facility. Buyer's manufacturing specifications are incorporated by reference.

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If so requested by Buyer, Seller shall provide a preacceptance run-off to Buyer at Seller's facility, at no cost to Buyer.

- 19.6. The Seller shall not claim or have, and shall procure that its sub-contractors nor any other person shall claim or have, a lien on the Tooling and/or Equipment, for any sum due to the Seller, its sub-contractors or any other person.
- 19.7. The Seller shall: (i) mark Tooling and/or Equipment as being the Buyers property, and upon request prove such marking through photos or otherwise; (ii) use the Tooling and/or Equipment exclusively for the provision of Services or for the manufacturing of the Goods; (iii) insure the Tooling and/or Equipment up to their full replacement value on terms reasonably acceptable to Buyer; (iv) maintain all Tooling and/or Equipment in good order and condition (fair wear and tear excluded), and make good any damage or waste at its own expense; and (v) deliver Tooling and/or Equipment to the Buyer on demand. Failure to comply with any request to deliver up shall entitle the Buyer to enter the Seller's premises for the purposes of repossessing such materials.
- 19.8. **Warranty.**
  - 19.8.1. Seller warrants to Buyer, its successors, assigns and their respective customers that all Tooling and Equipment purchased pursuant to each Order will, for a minimum period of 2 years following the date of completion of the acceptance test for such Tooling or Equipment, conform to the applicable drawings, specifications and other descriptions furnished pursuant to each Order, and all applicable laws and regulations, be free of defects in design (to the extent that Seller furnished the design), materials and workmanship, and be suitable for the purpose intended. Seller's responsibility under this warranty shall include, without limitation, all parts, labour and transportation costs in the event the Tooling and/or Equipment must be returned to Seller for repair or replacement. Furthermore, Seller shall require its suppliers of component parts of goods and/or equipment for Tooling or Equipment purchased pursuant hereto to provide a warranty equal to the warranties provided to Buyer by Seller in the Order and shall assign to Buyer all such warranties. Seller shall provide all necessary documentation to Buyer to evidence that Seller has assigned such warranties from its suppliers to Buyer. In the event that Seller fails to obtain or assign such warranties, Seller shall reimburse Buyer for all loss, cost, liability or expense (including actual fees for attorneys, experts and consultants, settlement costs and judgments) related to such failure.
  - 19.8.2. Seller warrants to Buyer, its successors, assigns and their respective customers that it shall, whenever possible, use parts of the highest industry quality, and shall supply a detailed bill of materials listing all parts. Seller further agrees that it shall comply with all specific product sourcing directions of Buyer.
  - 19.8.3. Seller also shall offer Buyer an extended warranty on the Equipment on commercially reasonable terms at least as favourable to Buyer as any extended warranty offered by Seller to any other Buyer of comparable equipment. Seller shall inform Buyer in writing of the terms of the extended warranty prior to delivery of the Equipment to Buyer. Buyer shall have the option to purchase the extended warranty until 60 days after acceptance of the Tooling and/or Equipment.
  - 19.8.4. Seller warrants to Buyer, its successors, assigns and its respective customers that all Equipment supplied to Buyer shall be equipped with approved or appropriate fail-safe safeguarding and other safety systems as required by applicable law, regulation or industry standard.
- 19.9. **Installation.** Seller agrees that without further charge it shall assist Buyer in the installation of any Tooling or Equipment purchased under each Order. Buyer shall specify and Seller shall comply with a written installation schedule that specifies the installation timetable and the roles of each party in the installation process.
- 19.10 **Preventative Maintenance.**
  - 19.10.1. Seller agrees to provide Buyer with a complete and comprehensive preventative maintenance plan for Equipment prior to final acceptance at Buyer's facility. The preventative maintenance plan shall include, but not be limited to, one complete set of maintenance and operating manuals for all Equipment purchased by Buyer (including one in a foreign language, if required by Buyer), as well as a detailed bill of material.
  - 19.10.2. Seller warrants to Buyer, its successors, assigns and its respective customers that the Equipment will operate safely at quoted production rate and/or cycle times for the stated expected useful life if Buyer

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follows the preventative maintenance plan proposed by Seller.

- 19.11. **Training.** Where requested the Seller shall provide any and all necessary training and training materials to Buyer for the Tooling or Equipment at the initial stage of installation, at no additional cost to Buyer. Seller shall provide training in the amount and on such schedule as shall be reasonably required by Buyer. Seller shall provide the training materials in a computerized format, if possible.
- 19.12. **Spare Parts/Service Discount.** Upon the purchase of the Equipment, the Seller agrees to provide a discount for any replacement and/or spare parts ordered by the Buyer as well as for any service for 2 years after the expiration of the Seller's warranty. The negotiated discount shall be a percentage reduction from the Seller's price list published at the time of purchase of the Equipment, which shall be provided by the Seller to the Buyer upon purchase of the Equipment, or as otherwise agreed upon in writing. In the absence of a published price list, the Seller shall provide written certification of the price in effect for the replacement and spare parts at the time of delivery.
- 19.13. **Payment.** Notwithstanding the particular payment terms applicable to an Order, in no event will the Seller have a right to payment for Tooling before the Buyer is paid by its customer for such Tooling.
- 19.14. **Destruction of Tooling.** The Seller shall not destroy any Tooling and/or Equipment without obtaining prior approval of such destruction in a writing from the Buyer's authorised representative.

## 20. FREE ISSUE MATERIALS

- 20.1. Any material, software, equipment, tools objects, documents and auxiliary resources provided by the Buyer to the Seller shall be considered ("Free Issue Materials").
- 20.2. Free Issue Materials provided by the Buyer shall remain the property of the Buyer at all times.
- 20.3. The Seller shall not claim or have, and shall procure that its sub-contractors nor any other person shall claim or have, a lien on the Free Issue Materials, for any sum due to the Seller, its sub-contractors or any other person.
- 20.4. The Seller shall: (i) mark Free Issue Materials as being the Buyers property, and upon request prove such marking through photos or otherwise; (ii) use the Free Issue Materials exclusively for the provision of Services or for the manufacturing of the Goods; (iii) insure the Free Issue Materials up to their full replacement value on terms reasonably acceptable to Buyer; (iv) maintain all Free Issue Materials in good order and condition (fair wear and tear excluded), and make good any damage or waste at its own expense; and (v) deliver Free Issue Materials to the Buyer on demand. Failure to comply with any request to deliver up shall entitle the Buyer to enter the Seller's premises for the purposes of repossessing such materials.

## 21. SAMPLES

- 21.1. Within 5 business days after request by the Buyer, the Seller shall, at no cost, provide samples of the Goods to the Buyer for inspection and approval.
- 21.2. Where samples are requested the Seller shall not commence the manufacturing of the Goods until the Buyer has approved in writing the samples of the Goods for manufacture.
- 21.3. In the event that the Buyer does not approve the samples pursuant to clause 21.2, the Buyer shall provide reasons to the Seller for withholding such approval. The Seller shall make changes to the Goods sample in order to achieve the approval of the Buyer and shall provide a further sample to the Buyer for its approval. The process set out in this clause 21.3 shall be repeated until the Buyer has approved in writing the sample for manufacture.

## 22. GENERAL

- 22.1. The Buyer is a member of the group of companies whose holding company is Trifast Plc, and accordingly the Buyer may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Buyer.

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- 22.2. The Order is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract without the prior consent in writing of an authorised representative of the Buyer.
- 22.3. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 22.4. No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 22.5. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- 22.6. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 22.7. 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.
- 22.8. The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 22.9. The Contract shall be governed by the laws of England.
- 22.10. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
- 22.11. The rights and remedies provided in the Contract for the Buyer only are cumulative and not exclusive of any rights and remedies provided by law.
- 22.12. The Seller shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.