

# Terms & Conditions for Purchase of Goods & Services

## 1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

### Definitions:

**"Business Day"**: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**"Business Hours"**: the period from 9.00 am to 5.00 pm on any Business Day.

**"Conditions"**: these terms and conditions as amended from time to time in accordance with clause 28.9.

**"Contract"**: the contract between INVOLVEMENT and the Supplier for the supply of Goods or Services or Goods and Services in accordance with these Conditions.

**"Control"** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be interpreted accordingly.

**"Deliverables"**: all documents, products and materials developed by the Supplier 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 Date"**: the date specified in the Order, or, if none is specified, within 5 days of the date of the Order.

**"Delivery Location"**: the address for delivery of Goods as set out in the Order.

**"Goods"**: the goods (or any part of them) set out in the Order to be supplied by the Supplier to INVOLVEMENT, whether or not for value.

**"Goods Specification"**: any specification for the Goods, including any related plans and drawings, that is agreed in writing by INVOLVEMENT and the Supplier.

**"Group"**: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

**"Intellectual Property Rights"**: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**"INVOLVEMENT"**: means the company incorporated in England and Wales with company number 01605376, whose registered office is at Countrywide House, 23 West Bar, Banbury, Oxfordshire OX16 9SA or any other member of the Group of Involvement Limited which purchased Goods and/or Services from the Supplier;

**"INVOLVEMENT Document"**: means any drawing, design, instruction, description, specification or sample (on whatever media stored) belonging to or under the control of INVOLVEMENT;

**"INVOLVEMENT Materials"**: has the meaning set out in clause 11.3.9.

**"Order"**: means an order for Goods and/or Services placed by Involvement with the Supplier which complies with Condition 2 below;

**"Product Recall"**: means Goods withdrawal, recall, stock recovery or warning required by Regulatory Requirements or owing to one or more Goods being misbranded, adulterated and/or defective;

**"Services"**: the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.

**"Service Specification"**: the description or specification for Services agreed in writing by INVOLVEMENT and the Supplier.

**"Supplier"**: the person or firm from whom INVOLVEMENT purchases the Goods or Services or Goods and Services.

### Interpretation:

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A reference to a party includes its personal representatives, successors and permitted assigns.

A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

A reference to writing or written excludes fax but not email.

## 2. Basis of Contract

- 2.1 INVOLVEMENT shall not be liable in respect of any order other than one issued or confirmed on its printed official form supplied by an authorised member of the INVOLVEMENT purchasing department.
- 2.2 The Order constitutes an offer by INVOLVEMENT to purchase Goods or Services or Goods and Services from the Supplier in accordance with these Conditions.
- 2.3 The Order shall be deemed to be accepted on the earlier of:
  - 2.3.1 the Supplier issuing written acceptance of the Order within 5 Business Days from the time the Order was placed; or
  - 2.3.2 any act by the Supplier consistent with fulfilling the Order,at which point and on which date the Contract shall come into existence (Commencement Date).
- 2.4 The Order shall, unless it states otherwise, automatically cease to be effective unless accepted by the Supplier within 30 days after its date.
- 2.5 INVOLVEMENT personnel are not permitted to accept any inducement in connection with an Order or a possible Contract. Any offer, payment or supply of such an inducement will entitle INVOLVEMENT to cancel the relevant Order and the resulting Contract.

## 3. Sole Conditions

- 3.1 INVOLVEMENT only does business subject to these Conditions (together with any terms, conditions or warranties implied by law) unless otherwise specifically agreed in writing by INVOLVEMENT.
- 3.2 The Supplier will be deemed to have accepted these Conditions as being incorporated into the Contract to

the entire exclusion of any other terms and conditions that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing, notwithstanding any reference to the Supplier's quotation, order acceptance or any other document (unless otherwise so agreed).

- 3.3 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 3.4 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.
- 3.5 Any attempt by the Supplier to impose other terms and conditions in place of these Conditions shall constitute a counteroffer, which is immediately rejected.

## 4. Supply of Goods

- 4.1 The Supplier shall ensure that the Goods shall:
  - 4.1.1 correspond with their description and any applicable Goods Specification;
  - 4.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication, and in this respect INVOLVEMENT relies on the Supplier's skill and judgement;
  - 4.1.3 where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 18 months after delivery; and
  - 4.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods
- 4.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

## 5. Tests

- 5.1 For the purpose of satisfying INVOLVEMENT and any third party involved that the Contract is being performed by the Supplier strictly in accordance with its terms, the Supplier shall at all times allow persons authorised by INVOLVEMENT to make any inspections or tests which INVOLVEMENT may require and shall afford all reasonable facilities and assistance for this purpose free of cost to INVOLVEMENT. Such inspection or tests shall not in any way affect the rights and remedies of INVOLVEMENT or constitute acceptance of the Goods or Services. INVOLVEMENT shall be entitled to reject any Goods which are shown by such tests not to comply with the Contract.
- 5.2 At the request of INVOLVEMENT, the Supplier shall provide with each delivery a separate certificate of conformance and/or record of final test results for each Product or Product batch as appropriate.
- 5.3 Where Goods are processed through manufacture as a batch or a specific production run and receive an individual identity, the Supplier shall institute routines to maintain traceability of each Product back to any such Product batch or production.

## 6. Inspection

- 6.1 INVOLVEMENT may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

- 6.2 If following such inspection or testing INVOLVEMENT considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 4.1, INVOLVEMENT shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 6.3 INVOLVEMENT may conduct further inspections and tests after the Supplier has carried out its remedial actions.

## 7. Access to Supplier's Premises

- 7.1 When required by INVOLVEMENT, the Order shall include the provision of access to the Supplier's premises for verification purposes to ensure that Goods and/or Services conform to specified purchase requirements.
- 7.2 On such occasions the Supplier shall provide facilities and assistance for the purpose of inspecting all materials used, manufacturing testing and packaging operations and all related procedures and records.
- 7.3 Any information obtained by INVOLVEMENT whilst at the Supplier Premises shall be treated as confidential and shall not be disclosed to any third party without the permission of the Supplier.

## 8. Purchase Specifications

- 8.1 The Supplier shall strictly comply with all relevant INVOLVEMENT Documents specified and incorporated in the Order. No deviations from stated requirements will be accepted without the prior written approval of INVOLVEMENT purchasing department.
- 8.2 The Order shall, unless otherwise expressly stated, be deemed to include a requirement that the Goods shall comply with any relevant British Standards.

## 9. Delivery of Goods

- 9.1 The Goods shall be delivered carriage paid to the address stated in the Order unless otherwise agreed in writing.
- 9.2 The Supplier shall ensure that:
  - 9.2.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
  - 9.2.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered;
  - 9.2.3 Where INVOLVEMENT has agreed that delivery of the Goods and / or Services may be made by instalments, the Contract shall be treated as a single contract and shall not be severable. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle INVOLVEMENT to the remedies set out in clause 12.1
  - 9.2.4 if the Supplier requires INVOLVEMENT to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 9.3 The Supplier shall deliver the Goods:
  - 9.3.1 on the Delivery Date;
  - 9.3.2 at the Delivery Location; and
  - 9.3.3 during Business Hours or as instructed by the Customer.
- 9.4 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 9.5 INVOLVEMENT may reject the Goods if the Supplier:

- 9.5.1 delivers the Goods outside of Business Hours;
- 9.5.2 delivers less than 95% of the quantity of Goods ordered; or
- 9.5.3 delivers more than 105% of the quantity of Goods ordered, INVOLVEMENT may at its sole discretion reject the Goods or the excess Goods.
- 9.6 INVOLVEMENT shall also have the right to reject any Goods and / or Services which do not conform fully to the Contract. The Goods and / or Services shall not be deemed to have been accepted until the expiry of a period of 30 days from the date of delivery or acceptance in writing by INVOLVEMENT, whichever first occurs.
- 9.7 Any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and INVOLVEMENT accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.
- 9.8 When requested by INVOLVEMENT but generally in advance of and no later than delivery, the Supplier shall make available to INVOLVEMENT copies of relevant documentation and procedures in order to provide;
  - 1. evidence of conformance to INVOLVEMENT's specifications and requirements;
  - 2. health and safety information including risk assessments and method statements and
  - 3. assistance in any INVOLVEMENT internal investigation that may be necessary, as and when required.

## 10. Title and Risk

- 10.1 Title and risk in the Goods shall pass to INVOLVEMENT on completion of delivery.

## 11. Supply of Services

- 11.1 The Supplier shall from the date set out in the Order and for the duration of the Contract supply the Services to INVOLVEMENT in accordance with the terms of the Contract.
- 11.2 The Supplier shall meet any performance dates for the Services specified in the Order or that INVOLVEMENT notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- 11.3 In providing the Services, the Supplier shall:
  - 11.3.1 co-operate with INVOLVEMENT in all matters relating to the Services, and comply with all instructions of the Customer;
  - 11.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
  - 11.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
  - 11.3.4 ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that INVOLVEMENT expressly or impliedly makes known to the Supplier;
  - 11.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
  - 11.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
  - 11.3.7 obtain and at all times maintain all licences

- and consents which may be required for the provision of the Services;
- 11.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
- 11.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by INVOLVEMENT to the Supplier (INVOLVEMENT Materials) in safe custody at its own risk, maintain INVOLVEMENT Materials in good condition until returned to the Customer, and not dispose of or use INVOLVEMENT Materials other than in accordance with the Customer's written instructions or authorisation;
- 11.3.10 not do or omit to do anything which may cause INVOLVEMENT to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that INVOLVEMENT may rely on act on the Services;

## 12. Customer Remedies

- 12.1 If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, INVOLVEMENT shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:
  - 12.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - 12.1.2 to refuse to accept any subsequent performance of the Services or delivery of the Goods which the Supplier attempts to make;
  - 12.1.3 to recover from the Supplier any costs incurred by INVOLVEMENT in obtaining substitute goods or services from a third party;
  - 12.1.4 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Goods that it has not delivered; and
  - 12.1.5 to claim damages for any additional costs, loss or expenses incurred by INVOLVEMENT which are in any way attributable to the Supplier's failure to meet such dates.
- 12.2 If the Goods are not delivered by the applicable date, INVOLVEMENT may, at its option, claim or deduct 10% of the price of the Goods for each week's delay in delivery of the Goods, by way of liquidated damages, until the earlier of delivery of the Goods or termination or abandonment of the Contract by the Customer, up to a maximum of 90% of the total price of the Goods.
- 12.3 If the Services are not performed by the applicable date, INVOLVEMENT may, at its option, claim or deduct 10% of the price of the Services for each week's delay in performance of the Services, by way of liquidated damages, until the earlier of performance of the Services or termination or abandonment of the Contract by the Customer, up to a maximum of 90% of the total price of the Services.
- 12.4 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 4.1, then, without limiting or affecting other rights or remedies available to it, INVOLVEMENT shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:
  - 12.4.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - 12.4.2 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
  - 12.4.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;
  - 12.4.4 to refuse to accept any subsequent delivery



of the Goods which the Supplier attempts to make;

- 12.4.5 to recover from the Supplier any expenditure incurred by INVOLVEMENT in obtaining substitute goods from a third party; and
  - 12.4.6 to claim damages for any additional costs, loss or expenses incurred by INVOLVEMENT arising from the Supplier's failure to supply Goods in accordance with clause 4.1.
- 12.5 If the Supplier has supplied Services that do not comply with the requirements of clause 11.3.4 then, without limiting or affecting other rights or remedies available to it, INVOLVEMENT shall have one or more of the following rights and remedies:
- 12.5.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - 12.5.2 to return the Deliverables to the Supplier at the Supplier's own risk and expense;
  - 12.5.3 to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services;
  - 12.5.4 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
  - 12.5.5 to recover from the Supplier any expenditure incurred by INVOLVEMENT in obtaining substitute services or deliverables from a third party; and
  - 12.5.6 to claim damages for any additional costs, loss or expenses incurred by INVOLVEMENT arising from the Supplier's failure to comply with clause 11.3.4.

12.6 These Conditions shall extend to any substituted or remedial services or repaired or replacement goods supplied by the Supplier.

12.7 The Customer's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

### 13. Customer's Obligations

- 13.1 INVOLVEMENT shall:
- 13.1.1 provide the Supplier with reasonable access at reasonable times to INVOLVEMENT's premises for the purpose of providing the Services; and
  - 13.1.2 provide such necessary information for the provision of the Services as the Supplier may reasonably request.

### 14. Charges and Payment

- 14.1 The price for the Goods:
- 14.1.1 shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the time of the Order being placed by INVOLVEMENT; and
  - 14.1.2 shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Customer.
- 14.2 The Supplier shall give to INVOLVEMENT the benefit of any general price reduction made by the Supplier before the actual date of delivery of the Goods or supply of the Services.
- 14.3 No increase in the price for the Goods or Services shall take effect unless agreed by INVOLVEMENT in writing.
- 14.4 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 14.5 The Supplier shall maintain complete and accurate

records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow INVOLVEMENT to inspect such records at all reasonable times on request.

- 14.6 In respect of the Goods, the Supplier shall invoice INVOLVEMENT on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice INVOLVEMENT on completion of the Services. Each invoice shall include such supporting information required by INVOLVEMENT to verify the accuracy of the invoice, including the relevant purchase order number.
- 14.7 In consideration of the supply of Goods and/or Services by the Supplier, INVOLVEMENT shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 14.8 All amounts payable by INVOLVEMENT under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, INVOLVEMENT shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods or Services or both, as applicable, at the same time as payment is due for the supply of the Goods or Services.
- 14.9 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party 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 will accrue each date at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from 7 days after the dispute is resolved.
- 14.10 INVOLVEMENT may at any time, without notice to the Supplier, set off any liability of the Supplier to INVOLVEMENT against any liability of INVOLVEMENT to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, INVOLVEMENT may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by INVOLVEMENT of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

### 15. Advanced Payments

- 15.1 Any advance payment made by INVOLVEMENT shall not be treated as a deposit and shall be immediately returned to INVOLVEMENT if it so requests in writing. Such payment shall be held by the Supplier in trust for INVOLVEMENT until the invoice to which it relates becomes payable.

### 16. Work on Site

- 16.1 Where the Contract calls for the execution of work involving the presence of the Supplier's employees, agents or contractors on INVOLVEMENT premises, the Supplier shall indemnify INVOLVEMENT on demand against any Loss arising as the result of the acts or omissions of such employees, agents or contractors.
- 16.2 The Supplier shall ensure that such employees, agents and contractors working on INVOLVEMENT'S premises shall comply fully with the requirements of any relevant legislation including but not limited to health and safety legislation.

### 17. Machinery

- 17.1 This Condition shall apply where the Goods consist of machinery or equipment of any kind, including and without limitation, computer equipment.
- 17.2 The Supplier shall supply INVOLVEMENT with all components and spare parts required by INVOLVEMENT for such Goods for a period of five years from the date of delivery or collection of the Goods. Such components and spare parts shall be supplied at the prices set out in the Order or, if none, at a reasonable price.

## 18. Intellectual Property Rights

- 18.1 Subject always to Condition 18.2 below, the Supplier grants to INVOLVEMENT a world-wide, royalty free, perpetual and irrevocable licence to use any and all Intellectual Property in the Goods to the fullest extent necessary for use and enjoyment of the Goods.
- 18.2 Any and all Intellectual Property supplied and/or arising from or produced in the course of the Services shall vest in INVOLVEMENT upon creation and shall be INVOLVEMENT's exclusive property.
- 18.3 The Intellectual Property and all rights in any and all INVOLVEMENT Documents belong to INVOLVEMENT or its licensors and, except solely to the extent necessary to perform the Supplier's obligations under the Contract, the Supplier shall have no right or title to the same.
- 18.4 Subject to Condition 18.3, nothing in the Contract grants any right to the Supplier to apply any trade mark, logo or name of INVOLVEMENT to any Goods or use any such trade mark, logo or name in the course of the performance of the Services.
- 18.5 It is the responsibility of the Supplier to request any INVOLVEMENT Document that may be necessary to enable the Supplier to supply the Goods or Services. Failure to do so shall not in any way relieve the Supplier from liability under the Contract.
- 18.6 Except as may be necessary to perform the Contract or where authorised by INVOLVEMENT in writing, the Supplier shall not disclose or make any use of any information contained in any INVOLVEMENT Document. All INVOLVEMENT Documents and the information contained therein and all copies thereof shall remain at all times the property of INVOLVEMENT and shall be returned to INVOLVEMENT on completion of the Contract, or earlier if required by INVOLVEMENT.

## 19. Indemnity

- 19.1 The Supplier shall indemnify INVOLVEMENT against all liabilities, costs, expenses, defective Goods, failure to perform services, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by INVOLVEMENT arising out of or in connection with:
- 19.1.1 any claim made against INVOLVEMENT for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding INVOLVEMENT Materials);
- 19.1.2 any claim made against INVOLVEMENT by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables, to the extent that the defects in the Goods or Deliverables are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- 19.1.3 any claim made against INVOLVEMENT by a third party arising out of or in connection with

the supply of the Goods, as delivered, or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

- 19.2 In addition to the above indemnity INVOLVEMENT shall be entitled to the replacement by the Supplier free of charge of any defective Goods or Services.
- 19.3 This clause 19 shall survive termination of the Contract.

## 20. Product Recall

- 20.1 If a Product Recall is required by relevant Regulatory Requirements or is deemed necessary by INVOLVEMENT, the Supplier shall promptly provide INVOLVEMENT with all necessary assistance to enable the Product Recall to be conducted efficiently and with due urgency either by INVOLVEMENT or the Supplier.
- 20.2 The Supplier shall keep INVOLVEMENT indemnified against any Loss suffered or incurred by INVOLVEMENT arising out of or in connection with any Product Recall.

## 21. Insurance

- 21.1 During the term of the Contract and for a period of 6 years afterwards, the Supplier 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 produce to INVOLVEMENT on demand both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## 22. Compliance with Relevant Laws and Policies

- 22.1 In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force.

## 23. Data Protection

- 23.1 The following definitions apply in this clause 23:
- 23.1.1 **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.
- 23.1.2 **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) [and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
- 23.1.3 **Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.
- 23.1.4 **UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
- 23.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 23 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 23.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Processor and one or both parties will be the Controller.
- 23.4 Without prejudice to the generality of clause 23.2, any

party which is the Controller will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier.

- 23.5 Without prejudice to the generality of clause 23.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:
- 23.5.1 process that Personal Data only on the documented written instructions of INVOLVEMENT unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify INVOLVEMENT of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying INVOLVEMENT;
  - 23.5.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - 23.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
  - 23.5.4 not transfer any Personal Data outside of the UK unless the prior written consent of INVOLVEMENT has been obtained and the following conditions are fulfilled:
    - a) INVOLVEMENT or the Supplier has provided appropriate safeguards in relation to the transfer;
    - b) the Data Subject has enforceable rights and effective legal remedies;
    - c) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
    - d) the Supplier complies with reasonable instructions notified to it in advance by INVOLVEMENT with respect to the processing of the Personal Data;
  - 23.5.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 23.5.6 notify INVOLVEMENT without undue delay on becoming aware of a Personal Data Breach;
  - 23.5.7 at the written direction of the Customer, delete or return Personal Data and copies thereof to INVOLVEMENT on termination of the Contract unless required by Domestic Law to store the Personal Data; and

- 23.5.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 23 and allow for audits by INVOLVEMENT or the INVOLVEMENT's designated auditor and immediately inform INVOLVEMENT if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

- 23.6 INVOLVEMENT does not consent to the Supplier appointing any third party processor of Personal Data under the Contract.

## 24. Termination

- 24.1 Without affecting any other right or remedy available to it, INVOLVEMENT may terminate the Contract:
  - 24.1.1 with immediate effect by giving written notice to the Supplier if:
    - a) there is a change of control of the Supplier; or
    - b) the Supplier commits a breach of clause 22.1.
  - 24.1.2 for convenience by giving the Supplier one (1) months' written notice.
- 24.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
  - 24.2.1 the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
  - 24.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - 24.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - 24.2.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

## 25. Consequences of Termination

- 25.1 On termination of the Contract, the Supplier shall immediately deliver to INVOLVEMENT all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then INVOLVEMENT may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 25.2 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 25.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.



## 26. Confidentiality

- 26.1 Each party undertakes that it shall not at any time during the Contract and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 26.2.
- 26.2 Each party may disclose the other party's confidential information:
- 26.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 26; and
- 26.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 26.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

## 27. Force Majeure

- 27.1 Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 8 weeks, the party not affected may terminate the Contract by giving 14 days' written notice to the affected party.

## 28. General

- 28.1 **Assignment and other dealings.**
- 28.1.1 INVOLVEMENT may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.
- 28.1.2 The Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.
- 28.2 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer. If INVOLVEMENT consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.
- 28.3 **Notices.**
- 28.3.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- b) sent by email to the following addresses (or an address substituted in writing by the party to be served):  
**Supplier:** to such email address provided by the Supplier at time of the Order, or if no such email address supplied at that time, any email address otherwise provided by the Supplier to INVOLVEMENT.

INVOLVEMENT:

arjen.cooper-rolfe@involvement.co.uk

- 28.3.2 Any notice shall be deemed to have been received:
- a) if delivered by hand, at the time the notice is left at the proper address;
- b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- 28.3.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 28.4 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 28.4 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 28.5 **Waiver.**
- 28.1.1 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 28.6 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 28.7 **Entire agreement.**
- 28.7.1 The Contract constitutes the entire agreement between the parties.
- 28.7.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 28.8 **Third party rights.**
- 28.8.1 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 28.9 **Variation.** 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.
- 28.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 28.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales 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.