

TERMS AND CONDITIONS OF PURCHASE (UK)

These terms and conditions of purchase ("**Conditions**") apply to the provision of any Goods and/or Services by the **Supplier** to **DIC**. By providing those Goods and/or Services, Supplier agrees to be bound by these Conditions. DIC reserves the right to change these Conditions at any time without prior notice. Such change however will have no effect on existing contracts or orders that were submitted before posting of such revised terms and conditions.

1. DEFINITIONS AND INTERPRETATIONS

1.1 The following capitalized terms and expressions shall have the following meaning:

"**Address**" means the address for delivery or performance stated in the Purchase Order;

"**Contract**" means the contract for the sale and purchase of Goods and/or Services, consisting of the Purchase Order, these Conditions, the Specification, and any other documents (or part thereof) specified in the Purchase Order or otherwise expressly incorporating these Conditions.

"**DIC**" means the legal entity from the DIC Group placing a Purchase Order with the Supplier, as identified in the Purchase Order.

"**DIC Group**" means any legal entity, directly or indirectly, owned by, controlled by or under common control with DIC Corporation, having its registered address at 35-38 Sakashita 3-Chome, Itabashi-ku, Tokyo 174-8520, Japan, including its affiliates, subsidiaries, successors and assigns.

"**Goods**" means the goods agreed to be supplied by the Supplier to DIC under any Contract including, where applicable, software or hardware.

"**Price**" means the price detailed in the Purchase Order or, if no price is quoted, the price of the Goods and/or Services as set out or calculated in accordance with Supplier's published price list in force as at the date the Contract came into existence.

"**Purchase Order**" means DIC's purchase order for Goods, and/or Services, or DIC's written acceptance of the Supplier's quotation or tender response, subject to these Conditions;

"**REACH**" means the Registration Evaluation Authorisation and Restriction of Chemicals Compliance Regulation 1907/2006 (as amended). When the United Kingdom leaves the European Union, all references to REACH shall be replaced by the UK equivalent legislation or regulation.

"**Services**" means the services which the Supplier has agreed to provide to or for DIC under any Contract, including any installation of the Goods;

"**Specification**" means any plans, drawings, data, graphics, calculations or other documents or technical information relating to the Goods and/or Services in whatever form and on whatever media; and

"**Supplier**" shall mean the legal entity (including, where relevant, its affiliates) providing Goods and/or Services to DIC pursuant to the Purchase Order.

1.2 In these Conditions: (a) the headings are included for convenience only; (b) the expressions "including", "include", "in particular", "for example" and any similar expressions shall not limit the preceding words; (c) words in the singular shall include the plural and vice versa, references to any gender shall include all genders and references to legal persons shall include natural persons and vice versa; (d) references to any statute or statutory provision will, unless the context otherwise requires, be construed as including references to any amended and/or replacement statute or statutory provision; (e) references to "writing" and "written" shall include e-mail, and comparable means of communication and (f) references to "business day" means a day other than a Saturday, Sunday or public holiday in England or Wales when banks in London are open for business.

2. BASIS OF CONTRACT

2.1 These Conditions shall apply to each Contract to the exclusion of any other terms and conditions, including those which are implied by custom or dealing or which the Supplier seeks to impose or incorporate, and those which appear on any purchase order, quotation or tender response that has been given to DIC by the Supplier.

2.2 The Supplier shall not be entitled to any remuneration or expenses for preparing any quotation or tender response and the same shall not create any obligations on the part of DIC. Where the Supplier prepares a quotation in response to an enquiry or a response to tender the Supplier shall explicitly highlight any discrepancies with DIC's original enquiry or tender request. If the Supplier has an alternative solution for an enquiry or tender which is technologically or economically superior it shall also present this solution to DIC.

2.3 The Purchase Order constitutes an offer by DIC to purchase the Goods and/or Services subject to these Conditions.

2.4 The Purchase Order will lapse unless unconditionally accepted by the Supplier within 7 days of the Purchase Order date. A Purchase Order shall be deemed accepted on the earlier of the Supplier issuing a written acceptance of the Purchase Order and the Supplier doing any act consistent with fulfilling the Order, at which point the Contract comes into existence.

2.5 No variation to the Purchase Order or these Conditions or consents given shall be binding unless agreed in writing by an authorised representative of DIC.

2.6 In the event any special terms are agreed in writing between the parties, the special terms will prevail over terms contained in these Terms so long as the special terms expressly state this.

3. PRICE

3.1 The Price of the Goods and/or Services, unless otherwise agreed, shall be:

- (a) exclusive of any applicable value added tax (which shall be payable by DIC subject to receipt of a valid VAT invoice); and
- (b) inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods, any and every cost and expense incurred in the performance of the Services and any duties, import costs or levies other than the value added tax.

3.2 No increase in the Price may be made (whether on account of increased materials, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of DIC in writing.

3.3 DIC shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier as agreed between parties in writing.

4. TERMS OF PAYMENT

4.1 The Supplier shall be entitled to invoice DIC on or at any time after delivery of the Goods or at any time after completion of performance of the Services whichever is latest, and each valid invoice shall quote the Purchase Order number provided by DIC and, if applicable, the Supplier's delivery note number. Invoices must correspond to the Purchase Order in respect of the Goods and Service described, the price and the quantity.

4.2 DIC shall pay to the Supplier the Price, within sixty (60) days after the date on which DIC receives a correct and error-free invoice.

4.3 If DIC disputes the whole or any part of the Supplier's invoice it shall be entitled to withhold payment in respect of the disputed amount provided that it gives notice in writing to the Supplier of any intention to withhold payment specifying the amounts to be withheld and the grounds for withholding payment.

4.4 Except where a sum is overdue as a result of a bona fide dispute in accordance with clause 4.3, the Supplier shall be entitled to charge interest on overdue sums at the rate of 2% per annum above the base lending rate from time to time of the Bank of England, before and after judgment from the due date to the date of payment. The parties agree that this is a substantial remedy for late payment.

4.5 DIC may, without limiting its other rights and remedies, set off any amount owing to DIC by the Supplier against any amount payable by DIC to the Supplier whether any such liability is present or future, liquidated or unliquidated and whether under the Contract or otherwise.

5. GOODS

5.1 The Supplier shall:

- (a) deliver the Goods in proper and secure packaging approved for the place of destination to ensure they reach DIC in good condition and to avoid damage during transport; and
- (b) package, label and ship hazardous Goods according to the applicable national and international laws and regulations. The Supplier shall comply with all legal and regulatory obligations for suppliers (pursuant to Article 3 (32) of REACH) with respect to the delivery of Goods. The Supplier shall in particular provide DIC with a safety data sheet according to Article 31 of REACH in the national language of the recipient country in all cases stipulated in Article 31 (1) to (3) of REACH.

5.2 Where applicable, the Supplier is responsible for obtaining, at its own cost, such export and import licenses and other consents in relation to the Goods as are required from time to time.

5.3 Unless otherwise agreed, DIC shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by DIC. For domestic deliveries, upon DIC's request, the Supplier shall collect any accumulated outer packaging, transport and sales packaging from the Address following delivery and dispose of it or have this done by a third party.

6. SERVICES

DIC shall give the Supplier reasonable access to the Address for the purpose of carrying out the Services and shall use reasonable endeavours to permit the Supplier to use such facilities at the Address as are reasonably necessary for the performance of the Services. The Supplier uses any such facilities at its own risk and is responsible for performing risk assessments prior to performance of the Services and shall indemnify (and keep it indemnified) in full against any liability or loss which DIC may incur and damage caused to such facilities by reason of such use.

7. QUALITY

The Supplier shall carry out and maintain effective quality assurance and, if requested, demonstrate this to DIC. To this end, the Supplier shall use a quality assurance system with elements as per ISO 9000 ff. or a similar system of equivalent standard. DIC shall have the right to inspect the Supplier's quality assurance system with prior notice, either itself or through third parties commissioned by DIC.

8. WARRANTIES

8.1 The Supplier warrants to DIC that the Goods and/or Services and any deliverables supplied as part of the Services will:

- (a) be satisfactory quality and fit for any purpose held out by DIC or made known to DIC, expressly or by implication, before the Contract was entered into;
- (b) be performed with best care, skill and in accordance with best practice of Supplier's industry by a sufficient number of appropriately qualified and trained personnel using the best quality materials and techniques;
- (c) be free from all defects in design, material and workmanship;
- (d) correspond with their description and any relevant Specification or sample;
- (e) comply with all statutory requirements and regulations in relation to the manufacture, labelling, packaging, storage, handling, delivery and sale of the Goods and the performance of the Services and the Supplier warrants that it has all relevant licences, consents and permits for the same;
- (f) meet the current technical standards and, where applicable, the generally recognised standards in plant safety, occupational medicine and hygiene;
- (g) if the Goods constitute machines, equipment or plant, meet the special safety requirements applicable to machinery, equipment and plant at the time of delivery, and shall be CE marked; and
- (h) not be supplied or performed in a manner which may cause DIC to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business.

8.2 The Supplier shall ensure that all materials contained in the Goods and any deliverables supplied as part of the Services

have effectively been pre-registered, registered (or exempt from the obligation to register) and, if relevant, authorised in accordance with the applicable requirements of REACH for the uses disclosed by DIC. If the Goods or any deliverables supplied as part of the Services are classified as an article according to Article 7 of REACH the preceding sentence shall also apply to substances released from the same.

8.3 The Supplier shall forthwith notify DIC if a component of the Goods or any deliverables supplied as part of the Services contains a substance in a concentration exceeding 0.1 mass per cent (W/W) if this substance fulfils the criteria of Article 57 and 59 of REACH (so-called substances of very high concern). This clause 8.3 shall also apply to the packaging materials used for the packaging of the Goods or and any deliverables supplied as part of the Services.

8.4 Without prejudice to any other remedy, if any Goods and/or Services are not supplied or performed in accordance with the Contract, then DIC shall, at its discretion, be entitled:

- (a) to require the Supplier, at the Supplier's expense, to make good any non-compliance with the Contract and repair the Goods and/or deliverables supplied as part of the Services or (at DIC's sole discretion) supply replacement Goods and/or Services in accordance with the Contract within 7 days, where such non-compliance with the Contract arises within 30 months from the actual date of delivery of the Goods or performance of the Services, whichever is latest. If the Supplier fails to remedy any such defects or non-compliance when instructed to do so, or if DIC chooses not to instruct the Supplier to do so, DIC may procure that the defects or non-compliance are remedied by other means and the Supplier shall indemnify DIC (and keep it indemnified) in full against any costs incurred by DIC in so doing; and
- (b) whether or not DIC has previously required the Supplier to repair the Goods and/or deliverables supplied as part of the Services or to supply any refund Goods and/or Services, to require the refund of any part of the Price which has been paid (which the Supplier shall pay within 30 days of receipt of written notification from DIC to do so).

9. INDEMNIFICATION AND LIABILITY

9.1 The Supplier shall indemnify DIC (and keep DIC indemnified) in full against all liabilities, losses, damages, claims, costs and expenses (including all interest, penalties and legal expenses and all other professional costs or expenses) awarded against, incurred or paid by DIC, including as a result of or in connection with:

- (a) any breach of any warranty given by the Supplier in relation to the Goods and/or the Services;
- (b) any claim that the Goods, Services or any deliverables supplied as part of the Services infringe, or their importation, use or resale infringes, the patent, copyright, design right, trade mark or other intellectual property rights or any other person, except to the extent that the claim arises from compliance with any Specification supplied by DIC (and not specifically produced by the Supplier (or a third party engaged by the Supplier)) and any costs incurred by DIC in relation to the licensing intellectual property to prevent or rectify any infringement;
- (c) any liability under the Consumer Protection Act 1987 in respect of the Goods or any deliverables supplied as part of the Services;
- (d) any act or omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering and installing the Goods and/or performing the Services; and
- (e) any claim made by a third party for death, personal injury or damage to property arising out of, or in connection with defects in Goods and/or Services, to the extent that the defect in the Goods and/or Services is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.

9.2 The maximum aggregate liability of DIC to the Supplier, except in case of wilful intent or gross negligence, shall in any event be limited to the Price payable under the relevant Purchase Order.

9.3 In no event, shall DIC be liable for any indirect, incidental, special consequential or punitive damages, which includes without limitation damages for lost profits or revenues, lost business opportunities, loss of image or lost data, even if DIC has been advised of the possibility of such damages.

10. DELIVERY AND PERFORMANCE

10.1 The Goods shall be delivered to, and/or the Services shall be performed at, the Address during DIC's usual business hours

in compliance with the Contract on the date or during the period stated in the Purchase Order or as otherwise agreed in writing. Subject to any contradicting terms in these Conditions, delivery of the Goods shall be in accordance with Incoterm DAP (Incoterms 2010) to the Address and delivery shall be completed on the completion of unloading of the Goods by the Supplier at the Address. Performance of the Services will be complete when DIC has confirmed that the Services have been performed in accordance with the Contract to DIC's reasonable satisfaction. Deliveries of Goods and/or the performance of Services at the wrong address will be corrected at the Supplier's expense.

10.2 The time for delivery of the Goods and/or for performance of the Services is of the essence.

10.3 Without prejudice to clause 10.2, the Supplier shall notify DIC immediately in writing if delivery of the Goods and/or performance of the Services is, or is likely to be, delayed giving the reasons for delay and the likely delay period. Acceptance of delivery of any delayed Goods or performance of any delayed Services shall in no way constitute a waiver of any rights or claims by DIC.

10.4 If the Supplier fails to deliver the Goods and/or perform the Services on the agreed date or during the agreed period, DIC shall, without limitation to any other rights or remedies, be entitled, at its discretion, to:

- (a) immediately terminate the Contract on written notice; and/or
- (b) refuse to accept any subsequent delivery of the Goods and/or performance of the Services or any Goods and/or Services under any other contract with the Supplier; and/or
- (c) deduct any amounts stated in the Purchase Order (if any) from the Price by way of liquidated damages for the period of delayed delivery and/or performance. The parties confirm that such amounts are reasonable and proportionate to protect DIC's legitimate interest in performance.

10.5 Performance of the Services may only take place in advance of the agreed date or agreed period with the prior consent of DIC in writing.

10.6 If DIC agrees that the Goods are to be delivered, and/or the Services are to be performed, by instalments, the Contract will still be treated as a single contract and shall not be severable.

10.7 The Supplier shall supply DIC in good time and in advance with any instructions or other information required to enable DIC to accept delivery of the Goods and/or performance of the Services.

10.8 DIC shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until DIC has had reasonable time to inspect them following delivery or, if later, within reasonable time after any latent defect has become apparent.

10.9 Whilst delivering the Goods and/or performing the Services at the Address, the Supplier shall, and the Supplier shall ensure that its representatives shall, comply in all respects with all applicable laws, and DIC's health and safety, security, environmental, cyber security, IT and other policies and regulations which are in force or apply at the Address from time to time.

11. RISK AND TITLE

11.1 Risk of damage to or loss of the Goods and/or any deliverables supplied as part of the Services shall pass to DIC upon completion of delivery of the Goods and/or completion of the Services in accordance with the Contract, whichever is latest.

11.2 Title in the Goods and/or any deliverables supplied as part of the Services shall pass to DIC upon delivery of the Goods and/or completion of the Services in accordance with the Contract, whichever is earliest, unless payment of the Price is made prior to delivery of the Goods and/or completion of the Services, in which case title shall pass to DIC once payment has been made.

12. TERMINATION

12.1 The Contract may be terminated in whole or in part for convenience by DIC at any time by giving to the Supplier not less than 30 days' prior written notice.

12.2 Without limiting its other rights or remedies, DIC shall be entitled to terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:

- (a) the Supplier commits a material or persistent breach of the Contract and (if remediable) fails to remedy that breach with 30 days of written notice of the breach;
- (b) the Supplier makes an arrangement with or enters into a compromise with its creditors, becomes the subject of a voluntary arrangement, scheme of arrangement, receivership, administration, liquidation, bankruptcy or winding up, is unable to pay its debts or otherwise becomes insolvent or suffers or is the subject of a distraint, execution, event of insolvency or event of bankruptcy or any similar process or event, whether in the United Kingdom or otherwise;
- (c) the Supplier ceases, or threatens to cease, to carry on business; or
- (d) DIC reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

13. POST-TERMINATION

13.1 In the event of termination by DIC pursuant to clause 12.2 then, without prejudice to any other right or remedy available to it, DIC shall be entitled to:

- (a) keep any of the Goods already delivered to it subject to payment of that proportion of the Price attributable to such Goods in accordance with the terms of the Contract (less any sums already paid to the Supplier for any Goods which have not yet been delivered); or
- (b) return the Goods, and require the repayment of the whole or any part of the Price which has been paid in advance.

13.2 In the event of termination or expiration of the Contract:

- (a) the Supplier shall, on request, return all Specifications, information (including Confidential Information as defined in clause 17.1) and materials supplied by DIC or specifically produced by the Supplier (or a third party engaged by the Contractor) for DIC (or at DIC's option, destroy them) and all copies of the same and all of DIC's property (if any) in its possession or control;
- (b) the Supplier shall, on request, deliver up any deliverables to be supplied as part of the Services (whether or not completed);
- (c) the Supplier shall remove any plant, materials and equipment owned by the Supplier from DIC's premises as soon as possible at the Contractor's expense;
- (d) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiration; and
- (e) the terms of these Conditions which expressly or by implication have effect after termination or expiration shall continue in full force and effect.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 In respect of the Goods and any and any deliverables supplied as part of the Services, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to DIC, it will have full and unrestricted rights to sell and transfer all such items to DIC.

14.2 Provided that nothing in this clause 14.2 shall in any way affect any pre-existing intellectual property rights, the Supplier assigns to DIC, with full title guarantee and free from all third party rights, all copyright, design rights or any other intellectual property rights in:

- (a) any Specification produced by the Supplier (or a third party engaged by the Supplier) for DIC;
- (b) any Goods created to a Specification produced by the Supplier (or a third party engaged by the Supplier) for DIC;
- (c) any deliverables supplied as part of the Services.

14.3 For the avoidance of doubt, the Supplier shall grant DIC an exclusive licence to use and exploit work results that the Supplier created specifically for DIC or had third parties create for DIC and shall obtain any necessary rights from third parties in order to grant this licence. Pre-existing rights of the Supplier or of third parties shall remain unaffected hereby.

14.4 The Supplier shall obtain waivers of all moral rights in all of the materials described in clause 14.2 to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

14.5 The Supplier shall, promptly at DIC's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as DIC may from time to time require for the purpose of securing for DIC the full benefit of the

Contract, including all right, title and interest in and to the intellectual property rights assigned to DIC in accordance with these Conditions.

15. ANTI BRIBERY, ANTI CORRUPTION AND MODERN SLAVERY

15.1 The Supplier shall:

- (a) not engage in any activity, practice or conduct which is (or might reasonably be supposed to be) an offence under sections 1, 2 or 6 of the Bribery Act 2010 were it to occur in the United Kingdom or engage in any conduct that is contrary to anti-bribery or anti-corruption laws or regulations in any part of the world in which the Contract is performed;
- (b) maintain, and at all times comply with, its own business ethics policies and procedures (which shall, as a minimum, satisfy the adequate procedures requirements of the Bribery Act 2010 and any relevant industry codes of practice);
- (c) notify DIC immediately if it engages a foreign public official (as defined in the Bribery Act 2010) in any capacity, or if such a person acquires any direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the Purchase Order date); and
- (d) on request certify to DIC its compliance with this clause 15 in writing signed by a director.

15.2 The Supplier shall:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
- (b) include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this clause 15;
- (c) notify DIC as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Contract;
- (d) maintain a complete set of records to trace the supply chain of all Goods and Services provided to DIC in connection with the Contract; and
- (e) permit DIC and its third party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause.

15.3 The Supplier represents and warrants that it not has been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

16. EXPORT REGULATIONS AND SANCTIONS

16.1. Supplier agrees and warrants that it will comply with all applicable international and national export control laws and regulations and it will not export or re-export, directly or indirectly, any information, goods, software and/or technology to any country for which the European Union or the United States of America or any other country, at the time of export or re-export, requires an export license or other governmental approval, without first obtaining such license or approval.

16.2. Supplier agrees and warrants that it will comply with any and all applicable laws, regulations and sanctions, including without limitation any United States, United Nations, European Union, international and national trade embargoes and (economic) sanctions.

16.3. Supplier agrees and warrants that it will not take (or omit to take) any action which will directly or indirectly cause DIC (or any of its affiliates) to be in violation of such laws, regulations or sanctions, including:

- 16.3.1. will not use the Goods for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons;
- 16.3.2. that the Goods will not be re-exported or otherwise re-sold or transferred if it is known or suspected that they are intended or likely to be used for such purposes;
- 16.3.3. that the Goods, or any replica of them, will not be used in any nuclear explosive activity or unsafeguarded nuclear fuel cycle;
- 16.3.4. that the Goods will not be re-exported or otherwise re-sold or transferred to a destination subject to United States, United Nations, European Union, international and national trade embargoes and (economic) sanctions;

16.3.5. without prejudice to the generality of the foregoing, Supplier confirm that it will not engage in any activities in connection with or relating to the Goods which involve any Prohibited Person/ Entity by the United States, United Nations, European Union, international and national trade embargoes and (economic) sanctions;

16.3.6. will conduct full due diligence in advance of any such planned activities in order to ensure that this is the case.

17. CONFIDENTIALITY

17.1 The Supplier shall keep in strict confidence all technical, scientific and commercial know-how, specifications (including the Specification), processes or other information which is of a confidential nature and has been disclosed by DIC or created on DIC's behalf ("**Confidential Information**") under or in connection with the Contract. The Supplier shall restrict disclosure of Confidential Information:

- (a) to such employees, sub-contractors and agents who need to know the same for the purpose of discharging its obligations under the Contract; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, and shall only use the Confidential Information for the purpose of discharging these obligations, and no other commercial purpose. Disclosure of Confidential Information shall not give the Supplier any rights in or to it.

17.2 The Supplier shall undertake all required, appropriate precautions and measures to effectively protect the Confidential Information at all times against loss or against unauthorised access using the same standard of care as it uses to protect its own confidential information (and in any event at least a reasonable standard of care). The Supplier is required to promptly notify DIC in writing in the event that Confidential Information is lost and/or accessed by any unauthorised party.

17.3 The Supplier shall ensure that all employees, subcontractors and agents to whom Confidential Information is disclosed are subject to confidentiality obligations no less onerous than those in this clause 17. Upon request, the Supplier shall demonstrate compliance with these obligations to DIC in writing.

18. INSURANCE

18.1. For the duration of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force with a reputable insurance company, professional indemnity insurance (if applicable), product liability insurance (if applicable) and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on DIC's request, provide both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

19. FORCE MAJEURE

19.1. Neither of the Parties shall be deemed in default of their contractual obligations to the extent that their non-performance is due to a force majeure event, namely an event, occurrence or circumstance beyond the reasonable control of a Party, which term includes for these purposes and without generality to the foregoing, failure or delay caused by acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood or epidemic.

19.2. Force majeure shall only release the affected Party from its contractual obligations to the extent and for the period that that Party is prevented from performing those obligations. Each Party shall bear all expenses for which it is responsible and resulting from occurrence of the case of force majeure.

19.3. The Party affected by a force majeure event shall immediately notify the other Party ("the Non-Defaulting Party") of the situation by electronic mail confirmed by registered letter, supplying all necessary documentary evidence. The Non-Defaulting Party reserves the right to check and verify the reality of the claimed facts. The Party claiming an event of force majeure must make every effort to mitigate as far as possible any adverse effects arising from its situation.

19.4. For the avoidance of doubt, strikes by employees of the Supplier or employees of any of the Supplier's sub-contractors or suppliers shall not be deemed to be a force majeure event and shall not release the Supplier from any liability such as liability for delay or impeded delivery.

19.5. DIC shall be entitled to terminate the Contract with immediate effect by written notice to the Supplier, immediately if the context of the non-performance justifies immediate

termination, and in any event if the circumstance constituting force majeure endures for more than thirty (30) days and, upon such notice, Supplier shall not be entitled to any form of compensation in relation to the termination.

20. **DATA PROTECTION**

- 20.1 Where Supplier in the performance of the Contract processes personal data (as defined by applicable law) of DIC's employees, contractors, business partners, consumers or other individuals (hereafter collectively referred to as "Personal Data"), then Supplier agrees and warrants that Supplier shall:
- comply with all privacy and data protection law and regulations applicable to the provision of its Goods/Services;
 - use the Personal Data solely for the performance of the Contract;
 - process Personal Data only in accordance with DIC's written instructions;
 - take appropriate technical and organisational measures to prevent unauthorised or unlawful processing or, accidental loss or destruction of or damage to the Personal Data;
 - ensure that Personal Data is only accessible to personnel who require access to it for the performance of the Contract and are subject to a binding written contractual obligation to keep the Personal Data confidential;
 - not transfer the whole or any part of the Personal Data outside the EEA without DIC's written consent;
 - comply with all applicable laws relating to rectification, erasure and/or restriction of processing of Personal Data;
 - promptly notify Seller of any data subject request, complaint, notice or other correspondence received in relation to Personal Data and deal with the same upon the Sellers instructions;
 - promptly notify DIC of a data breach without undue delay, however no later than 24 hours after discovery of the breach.
- 20.2 Supplier will not acquire ownership of or rights in the Personal Data and any retention right to the Personal Data is excluded.
- 20.3 Upon termination of the Contract, the Supplier shall erase all the Personal Data (including copies), in accordance with applicable laws.

21. **GENERAL**

- 21.1. **Audit:** The Supplier shall grant to DIC, its auditors and regulators the right to (i) access any premises used by the Supplier to provide the Services or from where the Services are managed or administered, (ii) interview any Supplier personnel, and (iii) copy any relevant record in order to audit the Supplier's compliance with this Contract.
- 21.2. **No partnership or agency:** Nothing in this Contract shall be deemed to constitute a partnership between the parties, nor constitute either party the agent of the other party for any purpose.
- 21.3. **Third Party Rights:** The Contract does not give rise to any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 21.4. **Assignment and Subcontracting:** The Supplier shall not be entitled to assign, transfer, subcontract or otherwise deal with its rights and obligations arising under or in connection with this Contract without DIC's prior written consent. DIC shall have the right to assign or transfer any or all of its rights and obligations under this Contract in whole or in part to any of its affiliates without the Supplier's consent.
- 21.5. **Cumulative Rights:** Except as expressly stated in this Contract the rights of each party under this Contract are cumulative and not exclusive of rights or remedies provided by law save to the extent that such rights are inconsistent with those rights as expressly set out in this Agreement.
- 21.6. **Whole Agreement:** This Contract (together with all other documents to be entered into pursuant to it) sets out the entire contract and understanding between the parties, and supersedes all proposals and prior agreements, arrangements and understandings between the parties, relating to its subject matter.
- 21.7. **Severance:** If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining

provisions of the Contract and the remainder of such provision shall continue in full force and effect.

- 21.8. **Notice:** Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing, in English and shall be addressed to that other party at its address shown on the Purchase Order or in accordance with such other contract details as either party may provide to the other from time to time and delivered personally or sent by first-class recorded post, courier or fax. A notice shall be deemed to have been delivered: if delivered personally, when left at the address referred to above; if sent by first class recorded post, at 9:00 am on the second business day after posting; if delivered by courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, when the Party sending such communication receives confirmation of such delivery by electronic mail (if the sender has not received an email reply within a specified period of time, the sender can resend such notice by other means, and the delivery date would effectively be the date on which the initial email was sent.)
- 21.9. **Waiver:** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 21.10. **Governing Law and Jurisdiction:** The Contract and any non-contractual obligations arising out of or in relation to this Contract shall be governed by and will be interpreted in accordance with English law. All disputes arising out of or relating to this Contract or any non-contractual obligations arising out of or relating to this Contract shall be submitted to the exclusive jurisdiction of the English courts.

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