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Conditions of Sale

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CONDITIONS OF SALE (UK)

CONTENTS

Definitions Used in this Document 2
1. Application of these Conditions 2
2. Order 2
3. Price 3
4. Payment 3
5. Description of the Goods 4
6. Proofs 4
7. Electronic Files 4
8. Machine Readable Codes 4
9. Delivery 5
10. Quantity Variations 6
11. Acceptance of the Goods and Services 6
12. Limitation of Liability 8
13. Customer Property 8
14. Ownership of Origination Work and Materials 9
15. Materials Supplied by the Customer 9
16. Intellectual Property Rights 9
17. Title and Risk 10
18. Assignment and sub-contracting 11
19. Force Majeure 11
20. Termination 11
21. General 12

Definitions Used in this Document

In the context of these Conditions:

"Conditions" means these conditions of sale.

"Contract" means an agreement between the Seller and the Customer for the sale and purchase of Goods and/or the provision of Services in accordance with these Conditions.

"Customer" means the person(s), firm, corporate or unincorporated body who purchases any goods from the Seller;

"Deliverables" means deliverables that the Seller is to provide to the Customer in connection with the Services as set out in and pursuant to an Order for the provision of Services (including without limitation technical documents, drawings, plans, proofs and samples);

"Goods" means the goods (including any instalment of the goods or any part of them) that the Seller is to supply in accordance with these Conditions;

"Order" means the Customer's purchase order or statement of works for Goods or Services;

"Seller" means the company from whom the Customer purchases Goods or Services;

"Services" means the services that the Seller is to provide in accordance with these Conditions;

"Specification" means the description and/or specification of the Goods and/or Services, as agreed between the Seller and the Customer.

In these Conditions, any phrase introduced by the term "include" or "including", or similar expression, will be construed as illustrative and will not limit the sense of the words preceding that term.

1. Application of these Conditions

1. Unless specifically varied in writing between the Seller and the Customer, these Conditions apply to the Contract to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply that are contained or referred to in any purchase order, confirmation of order, other correspondence or documentation, or any inconsistent terms or conditions which may be implied by law, trade custom, practice or course of dealing).

2. Order

1. Each Order shall be deemed to be an offer from the Customer to purchase the Goods or Services specified in the Order, subject to these Conditions. The Customer is responsible for ensuring that the Order is complete and accurate. No Order shall be deemed to have been accepted by the Seller until the Seller (i) confirms the acceptance of such Order in writing or by other means agreed with the Customer, or (ii) delivers the Goods or provides the Services

and/or any required Deliverables to the Customer (if earlier), at which point the Contract shall come into existence.

2. Any quotation given by the Seller (unless previously withdrawn) is given as valid for 30 days only from issue and is given on the basis that no agreement shall come into existence except in accordance with condition 2.1.

3. The Seller shall not be bound by and reserves the right to correct, before and after the Contract is made, any obvious error or omission in any sales literature, quotation, invoice or acceptance of offer issued by the Seller.

3. Price

1. The price of the Goods or Services shall be as set out in the Order or as otherwise agreed in writing between the Seller and the Customer. All prices for the Goods or Services quoted or accepted are, unless specifically stated, exclusive of VAT, other sales tax and the costs referred to in condition 3.2 below.

2. Unless otherwise agreed in writing between the Seller and the Customer, the Seller may additionally charge for the costs of loading, unloading, carriage, insurance and any specialised or additional packaging in respect of the Goods or any Deliverables.

4. Payment

1. Payment for the Goods or Services shall be made in net cleared funds (without deduction, set-off, counterclaim or any other deduction) within 30 days of issue of the invoice, and in the currency indicated on the invoice. Invoices for Goods will be issued generally on despatch of the Goods or alternatively when the Goods are available for collection. Invoices for Services shall be issued in accordance with the Order or as otherwise agreed between the parties in writing.

2. Time for payment shall be of the essence.

3. If the Customer fails to pay the Seller any sums due in respect of the Goods or Services by the due date for payment (without prejudice to the Seller's other rights and remedies):

    1. the Customer will be liable to pay interest to the Seller on the sums due from the due date for payment, until payment is actually made whether before or after judgment at the annual rate of 3% over the base rate of Barclays Bank PLC, accruing daily; and

    2. the Seller will be entitled to withhold or cancel subsequent performance of the Seller's obligations under the Contract, or any other deliveries to the Customer, and/or require the Customer to pay for the Goods or Deliverables prior to their despatch or collection.

    3. In case of a Contract involving more than one delivery instalment or provision of Services, if default is made in respect of payment on the due date for any one instalment, the Seller shall be entitled to treat the whole Contract as repudiated by the Customer and (without prejudice to the Seller's other rights and remedies) claim damages accordingly.

5. Description of the Goods

1. The Seller warrants that the Goods will be produced to the Specification.
2. All other drawings, descriptive matter, materials, samples and advertising issued by the Seller are issued for the sole purpose of giving an approximate idea of the goods to be produced, and the Seller shall have no liability in respect of any variation from them. No representation is made that the Goods will correspond to such other drawings, description, materials, samples or advertising and they will not form part of the Contract.

6. Proofs

1. Any correction on or after the original proof or Deliverable has been submitted to the Customer (including alterations) will incur additional cost, for which the Customer will be liable. Where proofs of work or Deliverables are submitted to the Customer for approval, and where such proofs or Deliverables have been submitted or acknowledged as accepted by the Customer, the Seller shall not be liable to the Customer for any delay or inability to provide the Goods, or for any errors in or omissions from the Goods or Services, which results from an incomplete, incorrect or inaccurate proof or Deliverable not corrected by the Customer.

7. Electronic Files

1. The Customer shall maintain a copy of any original electronic file which is passed to the Seller. "Electronic file" shall mean any text, illustration or other matter supplied to the Seller in digitised form on disk, by electronic email, through the internet or via any other communication link.
2. The Seller shall not be responsible for verifying the accuracy of supplied input from an electronic file unless otherwise agreed in writing.
3. Without prejudice to the above condition 7.2, if an electronic file is not suitable for outputting on equipment normally adequate for such purposes without adjustment or other corrective action the Seller may make an extra charge for any resulting additional work involved or costs incurred. In such circumstances, the Seller will use reasonable care to produce the results agreed with Customer but shall not be responsible for (i) any fault, addition, omission or imperfection caused by or resulting from the unsuitability of any such electronic file or (ii) any delay occasioned by the additional work.

8. Machine Readable Codes

1. In the case of machine readable codes or symbols, the Seller shall print the same as specified or approved by the Customer in accordance with generally accepted standards and procedures.

2. The Customer shall be responsible for satisfying itself that the code or symbol will read correctly on the equipment likely to be used by those for whom the code or symbol is intended.
3. The Customer shall indemnify the Seller against all claims, costs, expenses, demands losses, damages and fees (including legal and other professional fees) arising from any claim by any party resulting from the code or symbol not reading or not reading correctly for any reason, except to the extent that such claim arises from any failure of the Seller to print the code or symbol as specified or approved by the Customer in accordance with generally accepted standards and procedures or an error falling outside the tolerances generally accepted in the trade in relation to printing of the sort required for the Goods.

9. Delivery

1. Any dates quoted for delivery of the Goods or completion of Services are approximate only and the Seller shall not be liable for any failure to deliver Goods or complete Services on a particular date or dates.
2. Unless otherwise agreed in writing, the delivery of the Goods shall take place at the Customer's place of business.
3. Where a single delivery is agreed in the Contract without specifying a date or by other agreement, the Customer shall take delivery of and accept the Goods within 14 days of being notified by the Seller that the Goods are ready for delivery.
4. If no dates are specified for delivery of Goods or completion of Services, delivery or completion will be within a reasonable amount of time.
5. Where deferred deliveries are agreed, the Customer shall take delivery of and accept all deliveries of the Goods within 2 months of the specified first delivery date or availability date. In the event of failure to take any delivery within the time period, that delivery shall be deemed to have occurred and the Customer shall be invoiced accordingly.
6. Where deferred deliveries are agreed, each delivery made pursuant to the Contract shall be treated separately and any failure relating to one or more deliveries shall not entitle the Customer to treat the Contract as a whole as repudiated.
7. Where Goods are held at the Seller's premises beyond the period designated under these Conditions for taking delivery, the Goods will be stored at the Customer's risk and the Seller will charge the Customer for the costs of storage (including insurance).
8. Where the delivery of the Goods to the Customer is to take place using the Customer's own transport or by a carrier on behalf of the Customer, the Goods shall be deemed to have been delivered upon the transfer to the carrier named by the Customer or the Customer's transport, or (in the case of delivery ex-works) upon the Seller notifying the Customer that the Goods are available for collection.
9. The liability of the Seller for non-delivery of Goods or non-performance of Services shall be limited to replacing the Goods or Services within a reasonable time of written notification of

non-delivery or non-performance by the Customer or issuing a credit note against any invoice issued in respect of the relevant Goods or Services.

10. Quantity Variations

1. The Customer shall not be entitled to object to or reject the Goods or any of them by reason of the Seller delivering a surplus or shortfall of +/-10% to the quantity of Goods set out in the Order, and the Seller reserves the right to deliver such quantities of Goods.

11. Acceptance of the Goods and Services

1. The Seller warrants that the Goods at the date of delivery:
    1. conform to the Specification; and
    2. are free of defects (in material and workmanship).
2. The Seller's obligations for breach of the warranties given in condition 11.1 above shall be limited, at the Seller's option, to either
    1. crediting the Customer with the price of such Goods at the pro rata Contract rate (provided that, if the Seller so requests, the Buyer shall return the Goods or part of such Goods which is/are non-conforming or defective to the Seller), or
    2. replacing the Goods or any part thereof, provided that in each case the Seller shall have no liability for any such breach unless:
        1. written notification of non-conformance or defect is received by the Seller not more than 10 days after the date of delivery, or in cases where the non-conformance or defect was not apparent on reasonable inspection, within a reasonable time after it has come to the attention of the Customer or ought reasonably have come to its attention;
        2. if such defect is caused in transit, written notification is received by the Seller within such time as will enable the Seller to comply with the time limit and procedure of carriers by whom the Goods were transported;
        3. the Goods have not been used or processed by the Customer;
        4. the Seller is given a reasonable opportunity after receiving the notice of examining such Goods; and
        5. after examination, the Seller is satisfied that the Goods are non-conforming or defective,
    3. Without prejudice to condition 11.2, the Seller shall not be liable for a breach of any of the warranties in condition 11.1 if the non-conformity or defect arises due to:
        1. the Customer having stored the Goods under unsuitable conditions;

2. the Customer having transported or used the Goods in a way which would not be considered to be good trade practice or in a manner contrary to the Seller's instructions;
3. fair wear and tear, wilful damage or negligence on the part of the Customer; or
4. from a defect caused by or arising from the Specification (or any part or parts of the Specification) originating from the Customer.

4. Provided that the Seller has complied with its obligation to replace or credit the Customer in respect of non-conforming or defective Goods as set out in this condition 11, the Seller shall have no further liability to the Customer for a breach of any of the warranties in condition 12.1.
5. The Seller warrants that the Services will be provided:
    1. in accordance with the Specification and/or Order; and
    2. with reasonable skill and care.
6. However, it is expressly agreed and acknowledged that:
    1. no testing or examination of the result of the Services or any Deliverables will be carried out by the Seller unless such testing or examination is specifically agreed in writing in the Order;
    2. the Seller shall not be liable in any way whatsoever in the event that the result of the Services or the Deliverables are used for any purpose for which they were not designed or intended;
    3. at each appropriate point in the provision of Services, or upon completion of the Services, where the Customer signs off its approval of the result of the Services or in respect of the Deliverables, the Seller shall not be responsible and shall have no liability whatsoever (save for liability which cannot be excluded or restricted under law) for subsequent issues or claims from the Customer that the result of the Services or the Deliverables were not in accordance with the Order or Specification, defective or deficient in any way or not suitable for use by the Customer;
    4. the responsibility to confirm the suitability of the Service or any result thereof or the Deliverables to the intended final use by the Customer or a third party prior to commercial use remains with the Customer and the Seller shall not be liable for any loss, damage or claim arising from failure so to confirm;
    5. no warranty is given that the Services (or any result thereof) or the Deliverables will comply with all or any relevant laws or regulations unless the Seller has specifically agreed to such compliance in writing in the Order or Specification;
    6. no liability shall attach to the Seller to the extent that any matter arises from the negligence of the Customer or errors contained in or any omission of any information provided by the Customer to the Seller;

7. where any samples of packaging are constructed and provided, the Customer shall be responsible for ensuring that the final form meets all applicable laws, codes and regulations for the Customer's intended use in the relevant geographies for distribution and that they do not infringe the rights of any third party including intellectual property rights.

7. The Seller shall comply with all applicable laws and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

8. Except as expressly set forth in these Conditions, all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from the Contract.

12. Limitation of Liability

1. Nothing in these Conditions shall exclude or limit the liability of the Seller for death or personal injury caused by the Seller's negligence (as defined in the Unfair Contract Terms Act 1977), for fraudulent misrepresentation, for breach of the Seller's obligations arising from Section 12 of the Sale of Goods Act 1979, for defective products under the Consumer Protection Act 1987, or for any liability which cannot be excluded by law.

2. Subject to condition 12.1:

    1. the Seller's (including the Seller's employees, agents and sub-contractors) total liability to the Customer in respect of all losses (including any financial loss incurred by the Customer due to product recall) arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, shall be limited to the price of the Goods or Services to which the Contract relates; and

    2. the Seller shall in no event be liable for any loss of production, loss of profit, loss of bargain, loss of contract, loss of goodwill, or any indirect, special or consequential loss or damage, or costs or expenses incurred by the Customer in connection with the same, whether or not such loss or damage was foreseen, foreseeable, known or otherwise.

    3. Subject to condition 12.1, and without prejudice to condition 12.2, where any part of the Goods or Services supplied by the Seller are not manufactured or processed by the Seller or any subsidiary or parent undertaking of the Seller, the Seller shall only be liable to the Customer in respect of non-conformity or defect of the Goods to the extent that the Seller is able to recover any loss or damage from the relevant third party.

13. Customer Property

1. The Customer's property supplied to the Seller whether by the Customer or by any other party on behalf of the Customer shall be held, used and transported (if necessary) at the Customer's risk.

2. The Customer shall ensure that any property supplied shall be supplied in a timely manner and in sufficient quantities to cover the risk of spoilage.
3. Unless instructions are received to the contrary, all such Customer property may be destroyed after a period of 12 months from the time they are last used.

14. Ownership of Origination Work and Materials

1. Unless otherwise agreed in writing, all work and materials including without limitation, sketches, negatives, printing cylinders, plates, dies, forming tools, films and digital data remain the property of the Seller even if the Customer has directly or indirectly contributed to their creation or cost.

15. Materials Supplied by the Customer

1. Where any materials (which shall include artwork) are supplied by the Customer or by a third party supplier directly on behalf of the Customer in connection with a Contract, the Seller shall not be liable for any non-conformity or defect arising from the quality of such materials supplied or for delay caused by the failure of the Customer or the third party supplier to supply the materials in a timely manner. The Customer shall be responsible for any additional costs that are incurred by the Seller in the event that the materials so supplied are not suitable, defective or delayed.

16. Intellectual Property Rights

1. All rights, including Intellectual Property Rights (as defined below), in any materials supplied by the Customer shall remain with the Customer.
2. The parties agree that all Deliverables prepared by the Seller in the performance of Services under any Contract (except rights and Intellectual Property Rights in the nature of manufacturing know-how, printing processes, methodologies, techniques or finishing effects in the Deliverables) shall be and remain the property of the Customer. The Seller hereby assigns to the Customer all of its rights, titles and interests, including any Intellectual Property Rights, in and to the Deliverables except for any such rights as aforesaid.
3. Unless otherwise agreed in writing by the Seller and the Customer, all rights including any intellectual property rights (including patents, registered and unregistered designs, trade marks and service marks (registered or not), know-how, trade secrets and copyright and any applications in respect thereof) ("**Intellectual Property Rights**") (a) owned by or in use by the Seller prior to the applicable commencement date of the Services under any Order; or (b) developed by the Seller outside of the scope of a Contract or any Order and used in the provision of the Services or incorporated in the result of the Services or Deliverables; or (c) prepared, developed or created by the Seller in connection with the supply of Goods (the "Seller Materials") shall be and remain vested in the Seller. Therefore to the extent required, the Customer hereby agrees, without payment, to execute all documents and take such other actions as may be necessary to ensure that such Intellectual Property Rights are registered

and/or fully vested or remain vested in the Seller. The Seller hereby grants to the Customer a perpetual, non-exclusive, worldwide, royalty free licence to use the Provider Materials to the extent necessary for the Customer to have full use and enjoyment of the result of the Services and the Deliverables provided by the Provider

4. The Seller shall not be responsible for any fault, error, illegality or any infringements of third party Intellectual Property Rights which are contained in the Specification (including artwork) or any draft thereof, or in any materials, order, instructions or other data or information supplied by the Customer, including where any such fault, error, illegality or infringement arises from the Seller's use of or reliance upon such Specification, materials, order, instructions, data or information in connection with the manufacture, use or resale of the Goods. The Customer shall indemnify and keep indemnified the Seller from and against any and all claims, costs, expenses, demands, losses, damages and fees (including reasonable legal and other professional fees) arising from any claims or complaints made against the Seller by a third party with regard to such matters, including infringement of a third party's Intellectual Property Rights where the fault, error, illegality or infringement in question arises (directly or indirectly) from the Seller manufacturing, producing or reproducing the Goods to the Customer's order, instructions and/or Specification, or using or reselling such Goods, or using materials supplied by the Customer in connection therewith.

17. Title and Risk

1. Title to the Goods or Deliverables shall remain with the Seller, and shall not pass to the Customer unless and until payment of the price of the Goods or Deliverables, and all other sums due at that time from the Customer to the Seller (whether under the Contract to which the Goods or Services relate or otherwise), is received in full by the Seller.
2. Until the Customer has obtained title to the Goods or Deliverables, the Customer:
    1. grants the Seller an irrevocable licence at any time to enter into any premises where the Goods or Deliverables are or may be stored in order to inspect them, or where the Customer's right to possession has terminated, to recover them;
    2. shall keep the Goods or Deliverables properly stored and protected, separately from all other goods of the Customer or any third party, and in such manner that the Goods or Deliverables are clearly identifiable as the property of the Seller; and
    3. shall maintain the Goods or Deliverables in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller.
3. Risk in the Goods or Deliverables shall pass on delivery to the Customer's premises or when the Goods or Deliverables are transferred to or collected by the Customer or the Customer's carrier (if applicable).

18. Assignment and sub-contracting

1. The Seller may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
2. The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Seller.

19. Force Majeure

1. The Seller reserves the right to postpone the date of delivery of Goods or Deliverables or completion of Services or to cancel the Contract or reduce the volume of the Goods or Deliverables to be delivered to the Customer (without liability to the Customer) or otherwise suspend its obligations under the Contract if it is prevented from or delayed in the performance of the Contract by circumstances, or any act or omission, beyond the reasonable control of the Seller, including without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes, fuel shortages or other labour disputes (whether or not relating to Seller's workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials. Such postponement, cancellation, reduction or suspension shall not constitute a breach of the Contract and the time for performance shall be extended by a period equivalent to that during which performance is so prevented, provided that in the event that the force majeure continues for a continuous period of 3 months, the Seller shall be entitled to give notice in writing to terminate the Contract without further liability.

20. Termination

1. All payments payable to the Seller under the Contract shall become immediately due upon termination of the Contract notwithstanding any other provision in the Contract.
2. The Seller may (without prejudice to its other rights or remedies accrued at that date) suspend further performance of its obligations under the Contract or under any other contract between the Seller and the Customer, including without limitation the delivery of Goods or provision of Services or Deliverables, or terminate the Contract, without liability to the Customer if:
    1. the Customer fails to pay any monies due under the Contract by the due date for payment;
    2. the Customer breaches any Condition;
    3. (being a business) the Customer ceases, or threatens to cease, to carry on all or substantially all of its business;
    4. the Customer enters into any composition or arrangement with or for the benefit of its creditors or has a receiver of its assets or material part thereof appointed or enters into

liquidation (either voluntary or compulsory) or becomes generally unable to pay its debts when they become due or is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;

5. (being an individual) the Customer is the subject of a bankruptcy petition or order, or dies, or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
6. the Seller reasonably believes that any of the events above are about to occur in relation to the Customer.

3. Notwithstanding any provision of the Contract to the contrary, the provisions of conditions 11, 12, 13, 14, 16, 17 and 21, and any other conditions which expressly or impliedly survive expiry or termination of the Contract for any reason whatsoever, shall continue in full force and effect after expiry or termination.

21. General

1. A Contract once formed cannot be amended or cancelled except by mutual agreement of the parties in writing.
2. Waiver of any or all of the terms of a Contract shall not prejudice or affect the Seller's rights and remedies in respect of any subsequent breach, non-performance or non-observance by the Customer of any Contract. Delay in exercising or non-exercise of any right under a Contract is not a waiver of that or any other right, and partial exercise of any right under a Contract shall not preclude any further or other exercise of that right or any other right under the Contract.
3. If any one or more of these Conditions is held to be or becomes illegal, invalid, void or otherwise unenforceable for any reason under any applicable law:
    1. the legality, validity and/or the enforceability of the remaining provisions of the Contract shall not be affected; and
    2. whilst the parties consider the provisions contained in these Conditions reasonable, the parties shall negotiate in good faith to modify any such provision(s) so that to the greatest extent possible they achieve the same effect as would have been achieved by the invalid or unenforceable provision(s).
4. A person who is not a party to the Contract shall not have any rights to enforce any of the Conditions by virtue of the Contracts (Rights of Third Parties) Act 1999.
5. The Contract incorporating these Conditions sets out the entire understanding between the Seller and the Customer with respect to the sale and purchase of the Goods and/or provision of Services and supersedes, extinguishes and replaces all prior documentation, discussions, agreements and arrangements existing between the parties regarding the same subject matter.

6. Each party acknowledges to the other that it has not been induced to enter into the Contract by nor has it relied upon any representation, promise, assurance, warranty or undertaking (whether in writing or not) by or on behalf of the other party or any other person, save for those contained in the Contract. Accordingly, each of the parties acknowledges and agrees that the only remedy available to it in respect of the subject matter of the Contract shall be for breach of contract under the terms of the Contract and it shall have no right of action against any other party in respect of any such representation, promise, assurance, warranty or undertaking.

7. Each of the Seller and the Customer shall use any information of a confidential or sensitive nature of the other party (including the terms or existence of the Contract) whether disclosed before, on or after the date of a Contract only for the proper performance of its duties under the Contract and shall keep confidential and shall not, without the consent of the other, disclose such information to any third party except that disclosure shall be allowed in confidence to such of the parties' employees, officers, agents, subcontractors and advisers who need to know the confidential information for the proper performance of their duties. This obligation shall not apply to any information that (a) the receiving party becomes required to disclose under law or rules of any governmental or regulatory body, to the extent of the required disclosure, (b) the receiving party can prove was known to it before receipt; (c) is in or enters the public domain through no wrongful default by or on behalf of the receiving party with effect from the date when that information enters the public domain; (d) was received from a third party without obligations of confidence owed directly or indirectly to the disclosing party.

8. Each party undertakes to comply with all applicable data protection legislation, including the EU General Data Protection Regulation ("GDPR") 2016/679 as well as any applicable national implementing and supplementing laws, and to ensure compliance with such legislation by its personnel, agents, representatives and subcontractors. This condition is in addition to and does not relieve, remove or replace either party's obligations, rights or liabilities under such legislation. Each party shall comply with the obligations of a "controller" under the GDPR in relation to any personal data processed for its own purposes. To the extent that a party is a processor of personal data processed on behalf of the other party as controller, the processor shall comply with the obligations of a "processor" under the GDPR and it (i) may process such data only in accordance with the controller's documented instructions; (ii) will take all appropriate technical and organisational measures to safeguard such data as required under Article 32 of GDPR; (iii) will ensure that persons authorised to process such data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality; (iv) will reasonably assist the controller in ensuring its compliance with its obligations under Articles 32 to 36 of GDPR; (v) will reasonably assist the controller by appropriate technical and organisational measures, insofar as this is possible, in responding to requests by data subjects; (vi) will at the choice of the controller, delete or return all such data to the controller after the end of the provision of services or processing; (vii) will make available to the controller all information reasonably necessary to demonstrate compliance with this condition and allow for and contribute to audits, including inspections, conducted on reasonable grounds by the controller or its auditor; and (viii) will notify the controller within 24

hours of becoming aware of any "personal data breach" as defined under the GDPR. The controller will ensure that each instruction is lawful and the processor shall immediately inform the controller if, in its opinion, an instruction is unlawful. The processor will not sub-contract, outsource, assign, novate or otherwise transfer its obligations under this condition to any party ("Subprocessor") nor transfer the personal data outside the European Economic Area, UK or Switzerland without the controller's prior written consent, which will not be unreasonably withheld. Where such consent is given by the controller, the processor shall enter into a contract with the Subprocessor on terms at least as protective of the controller as this condition 21.8 which will include the processor terms in Article 28 of GDPR ("Subprocessor Terms"), and the processor shall comply with Chapter V of GDPR and the controller's instructions in relation to international data transfers. The processor will carry out each obligation under this condition 21.8 at its own expense.

9. All notices shall be made in writing and delivered by hand or sent by pre-paid first class post (or airmail to outside the UK) to the registered office of the other party or sent by facsimile transmission to such facsimile number as may be notified to the other party for such purpose from time to time. Notices shall be deemed to have been received if sent by pre-paid first class post, 2 days after posting, if sent by airmail, 5 days after posting, if delivered by hand, on the day of delivery, if sent by facsimile transmission (and provided that a copy is also sent by post or airmail) on a working day prior to 4.00pm, at the time of transmission and otherwise on the next working day.

10. Where the destination of the Goods or Services is outside the United Kingdom, the Customer shall be responsible for complying with any applicable laws, legislation or regulations governing the use, sale or importation of the Goods or provision of Services in the country of destination, the payment of applicable levies, taxes or duties and the transportation and storage of such Goods including without limitation health and safety and environmental legislation.

11. The Contract and any dispute or claim arising out of or in connection with it (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and Wales.

12. In relation to any legal action or proceedings (a) arising out of or in connection with the Contract or its implementation or effect or (b) relating to any non-contractual obligations arising out of or in connection with the Contract, each of the parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum. The application of the United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded.

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