

## GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

### 1. Definitions

1.1 The following definitions shall apply to these terms and conditions:

**Affiliate** means any holding company of Lowell and any subsidiary of Lowell or of any such holding company from time to time each as defined by section 1159 Companies Act 2006.

**Associated Person** means in relation to a party, any employees, officers, servants, representatives, agents, contractors, sub-contractors or consultants or subsidiary undertakings which perform services for or on behalf of and/or supplies goods to that party;

**Contract** means the contract between Lowell and You comprising: (i) these terms and conditions; (ii) any signed 'Specific Terms To The General Terms And Conditions For The Supply Of Goods And Services' ("Specific Terms") (iii) any Purchase Order(s); and (iv) any other documents specified in a Purchase Order or Specific Terms. If there is any inconsistency between documents comprising the Contract, they shall take precedence in the order listed above;

**Data Protection Laws** means any applicable law which relates to the protection of individuals with regards to the processing of personal data including UK GDPR, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended), the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunication (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2899) as each of the foregoing may be amended, re-enacted, consolidated or replaced from time to time, and any orders, guidance, guidelines, recommendations, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant supervisory authority including the UK Information Commissioner's Office, the Article 29 Working Party or the European Data Protection Board from time to time;

**Lowell** means Lowell UK Shared Services Limited with company number 08336897 and registered office at Ellington House, 9 Savannah Way, Leeds LS10 1AB unless stated otherwise in a Purchase Order;

**Lowell Materials** means any and all documents, samples, drawings, designs, plans and any other materials, information or data (a) provided by Lowell or an Affiliate to You for the purpose of the Contract; or (b) obtained or developed by You in connection with the Contract;

**Deliverables** means any output created, developed, written or prepared by You or Your agents, contractors and employees on whatever media for the purposes of or in connection with any Services including, without limitation, any and all reports, studies, data, databases, diagrams, charts, specifications, software, pre-contractual and contractual documents and all drafts thereof and working papers relating thereto;

**GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data;

**Goods** means any goods specified in a Purchase Order or Specific Terms including any instructions or handbooks and Deliverables;

**IPR** means all intellectual property rights of whatever nature, including patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks, 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 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;

**Modern Slavery** means slavery, servitude and forced or compulsory labour as described in section 1 Modern Slavery Act 2015 and human trafficking as described in section 2 Modern Slavery Act 2015 and as more generally described in Annex A of Transparency in Supply Chains etc. A practical guide, the statutory guidance issued by the Home Office on 29 October 2015;

**Purchase Order** means a written purchase order issued by Lowell or an Affiliate to purchase Goods and/or Services from You;

**Services** means any services (including any Deliverables) specified in a Purchase Order or in any document specified in a Purchase Order or in any Specific Terms;

**Service Levels** means any service levels specified in a Purchase Order or in any document specified in a Purchase Order or in any Specific Terms;

**UK GDPR** means GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018

**You/Your** means the person, firm or company to whom the Purchase Order is issued;

**Working Day** means Monday to Friday inclusive excluding any English bank or public holiday

1.2 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.3 A reference to a statute or statutory provisions is reference to such statute or provision as amended or re-enacted and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.4 Any phrase introduced by the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

1.5 A reference to writing or written includes emails.

1.6 Terms defined in GDPR shall have the same meaning in the Contract unless otherwise defined or the context otherwise requires.

### 2. Conditions Applicable

2.1 The Contract governs the purchase of Goods and/or Services to the exclusion of all other terms or conditions. No additional or alternative terms submitted by or referred to by You including but not limited to any contained in Your quotation, acknowledgement or acceptance of the Purchase Order will form part of the Contract (in which these terms and conditions shall be deemed incorporated) unless agreed otherwise in writing by Lowell. Note that if a written agreement ("Existing Agreement") already exists between You and Lowell (or any Affiliate) regarding the Goods and/or Services being provided by You, that Existing Agreement shall apply to the extent that it relates to those Goods and/or Services being provided and these terms and conditions shall not replace, supplement or otherwise vary that Existing Agreement in any way.

2.2 Each Purchase Order shall be deemed to be an offer to buy Goods and/or Services from You subject to terms of the Contract. Save where the mode of acceptance is expressed in the Purchase Order, the Purchase Order shall be accepted by You either by expressly giving notice of acceptance to Lowell or impliedly by fulfilling the Purchase Order (in whole or in part), commencing any activities to fulfil the Purchase Order (in whole or in part) or otherwise acting in a manner which suggests Your agreement to supply the Goods and/or Services to Lowell, whichever is the earlier. Lowell shall be entitled to withdraw any Purchase Order at any time before it is accepted by You.

2.3 The Contract shall commence upon acceptance of a Purchase Order and shall continue in force for such period set out in the Purchase Order or in any Specific Terms or where no such period is set out, for such period until You have discharged Your obligations under the Contract.

### 3. Your Obligations

3.1 In addition to any statutory implied terms in favour of Lowell and the Affiliates, You agree that the Goods and/or Services (as appropriate):

3.1.1 will be of satisfactory quality and fit for the purpose held out by You or which Lowell or any Affiliate has made known to You (expressly or by implication) at or prior to the time a Purchase Order is placed or otherwise where agreed between the parties;

3.1.2 will be free from defects including in design, materials and workmanship and will conform with the Contract and any standards, specification, description or sample provided to You by Lowell and/or any Affiliate;

3.1.3 will comply with all applicable legal and regulatory requirements, British Standards regulations and codes of practice including, without limitation, those relating to the manufacture, packaging, delivery and sale or supply of Goods and the supply of Services;

3.1.4 will be performed using all reasonable skill and care by competent persons having all necessary expertise and experience;

3.1.5 will be provided with relevant manuals and/or instructions and, where required, appropriate installation and training will be provided by You without extra cost, unless agreed otherwise in writing prior to the Contract; and

3.1.6 will include any appropriate licence permission and/or waiver of rights to use any connected IPRs in relation to them which, unless otherwise agreed in writing, shall be on a royalty-free, perpetual, worldwide and irrevocable basis.

3.2 You shall, without cost to Lowell and without delay, repair or replace Goods which are or become defective and/or reperform Services which are not performed in accordance with this Contract (and of which You are notified by Lowell), within the lesser of eighteen (18) months of delivery or twelve (12) months after putting into service, where in the case of Goods, such defects have arisen through proper usage or are due to faulty or inadequate design, materials or workmanship or arise from Your erroneous or inadequate instructions as to use or which arise from any breach of Your obligations under the Contract. In respect of Goods, You shall be responsible for all transport costs, and costs of dismantling, removal and re-installation. Replacement Goods and/or Services shall be subject to further warranty periods as above. If You fail to repair or replace defective Goods or reperform unsatisfactory Services within a reasonable time, Lowell shall have the right to have the repair, replacement or reperformance undertaken by third parties and to recover the full cost of repair, replacement or reperformance from You and/or to terminate the Contract in whole or in part and buy Goods or Services (as appropriate) elsewhere.

3.3 You warrant, represent and undertake that:

3.3.1 You will comply and ensure that all Your employees, contractors and agents comply with the Bribery Act 2010;

3.3.2 without limitation to the provisions of Clause 3.3.1, You and Your contractors and agents shall have and shall maintain in place throughout the term of this Agreement 'Adequate Procedures' as determined in accordance with Bribery Act 2010 and any guidance issued pursuant to the Bribery Act 2010;

3.3.3 You shall maintain a complete set of records to trace the supply chain of all services provided to Lowell in connection with the Contract;

3.3.4 You shall notify Lowell as soon as You become aware of any actual or suspected Modern Slavery in a supply chain which has a connection with the Contract;

3.3.5 at the reasonable request of Lowell, You shall confirm in writing that You have complied with Your undertakings in this Clause 3.3 and shall provide any information reasonably requested by the Customer to evidence such compliance;

3.3.6 neither You, nor to the best of its knowledge, having made reasonable enquiries, any Associated Person:

(a) has been convicted of any offence involving Modern Slavery; or

(b) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with Modern Slavery.

3.3.7 You shall not engage in any activity, practice or conduct which would constitute either:

(a) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or

(b) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.

3.3.8 You shall comply with the Lowell Supplier Code of Conduct as published at [www.lowell.com/suppliers](http://www.lowell.com/suppliers)

### 4. Supply of Goods and/or Services

4.1 Goods shall be delivered and Services shall be provided during usual business hours at the date and place specified in the relevant Purchase Order. Time of delivery shall be of the essence. If no date is specified or otherwise agreed in writing, delivery of Goods or provision of Services shall take place within fourteen (14) days of the date of the Purchase Order. You shall notify Lowell in writing, immediately in the event of any anticipated delay.

4.2 If Goods and/or Services are not supplied in accordance with the Contract Lowell has the right to either: (i) reject such Goods and/or Services (in whole or part) and request that they be re-supplied; or (ii) cancel all or any part of the Contract.

4.3 If You fail to deliver the Goods and/or perform the Services by the applicable date, Lowell will be entitled to, without limiting or affecting other rights or remedies available to it: (i) terminate the Contract with immediate effect by providing You written notice, (ii) refuse to accept any subsequent performance of the Services and/or delivery of the Goods which You attempt to make, (iii) recover from You any costs it incurs in obtaining replacement goods and/or services from a third party, (iv) require a refund from You of sums paid in advance for Services that You have not provided and/or Goods that you have not delivered; and (v) claim damages for additional costs, loss or expenses incurred by Lowell which are in any way attributable to Your failure to meet such dates.

4.4 Unless otherwise provided in a Purchase Order, Goods shall be delivered at no extra cost to Lowell. Delivery shall include unloading.

4.5 You shall provide a delivery note with each delivery detailing Goods delivered, Purchase Order number and date and delivery date, time and address. On delivery You must obtain a signed receipt from Lowell. Lowell's count of the number of Goods delivered shall prevail.

4.6 Where Lowell has agreed to accept delivery by instalments, it shall be entitled to reject all instalments in the event of non-performance in respect of any instalment. Notwithstanding the foregoing, Lowell shall be entitled to treat each instalment as a separate contract and to accept one but not others.

4.7 You shall provide the Services in accordance with any applicable Service Levels.

### 5. Title and Risk

5.1 Risk in the Goods shall pass to Lowell on acceptance in accordance with Clause 7. Risk in any Goods rejected by Lowell shall revert to You immediately upon notice of rejection being served.

5.2 Without prejudice to Lowell's right to reject Goods, title in the Goods shall pass to Lowell upon delivery, unless payment for the Goods is made prior to delivery in which case it shall pass to Lowell on payment.

### 6. Terms of Payment

6.1 The price of the Goods and/or Services shall be specified in the Purchase Order. The price shall be no more than the price stated in Your last catalogue provided to Lowell, the last price quoted to Lowell or as agreed in any Specific Terms. Unless otherwise agreed the price stated shall be inclusive of all other charges including packaging and delivery and exclusive of VAT. On receipt of a Purchase Order You shall notify Lowell immediately of any errors or omissions in the price.

- 6.2 Unless otherwise agreed, a separate invoice will be rendered against each Purchase Order and must quote the relevant Purchase Order number.
- 6.3 All invoices relating to the Contract shall include Your company bank details and be addressed to the Lowell address given on the Purchase Order. Unless otherwise instructed by Lowell in writing, You shall submit invoices to Lowell via Lowell's nominated e-invoicing platform, which at the date of this Contract is Coupa. You must accurately quote the PO on all invoices (where applicable). Any invoices which You submit with a missing or incorrect PO will be returned to You unpaid.
- 6.4 Lowell shall pay properly rendered, valid and undisputed invoices (i.e. one that is not subject to a bona fide dispute) within thirty (30) days of receipt of such invoices.
- 6.5 Lowell shall be entitled at any time and without notice, to set off any sums due from You to Lowell, whether arising from the Contract or otherwise, against any sums due from Lowell to You under the Contract.
- 6.6 Nothing shall oblige Lowell to accept or pay for Goods and/or Services delivered in excess of or less than the Goods and/or Services covered by a Purchase Order or Special Terms.
- 6.7 If Lowell fails to pay a properly rendered, valid and undisputed invoice (i.e. one that is not subject to a bona fide dispute) within thirty (30) Working Days after receipt, You may charge interest on such unpaid amounts from the date when such payment is due until the date of actual payment at a rate of two (2) per cent per annum above the Bank of England's base rate for the time being. Such interest will accrue on a daily basis from the due date until such date as the amount has been paid in full (whether before or after judgement). The parties agree that interest payable at that rate is a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.
- 6.8 You may not claim payment by Lowell of interest due in respect of an invoice under the Contract unless and until:
- 6.8.1 You have notified Lowell in writing that payment under such invoice has not been made on or before the due date for payment; and
- 6.8.2 a period of twenty one (21) days has elapsed from the date of receipt of such notice by Lowell and such payment remains outstanding.
- 6.9 You shall provide a single bank account for payments by Lowell under the Contract.
- 6.10 You shall accept responsibility for accurately calculating and invoicing the price for the Goods and/or Services. Corrections of invoices that would result in additional payments by Lowell will only be accepted by Lowell within 30 days after issue of the original invoice.
- 6.11 You may only render invoices upon discharge of Your obligations under the Contract unless otherwise expressly stated in the Purchase Order or in any Specific Terms.
- 6.12 You shall maintain complete and accurate records of Your time spent and materials used in providing the Services, and You shall allow Lowell or any nominated Affiliate to inspect such records at all reasonable times on request.
- 7. Inspection and Acceptance**
- 7.1 Lowell shall not be deemed to have accepted any Goods until it has inspected and tested the Goods after delivery. Inspection and/or testing shall take place within a reasonable time of delivery.
- 7.2 Where any Goods do not comply with the Contract or are defective at any time after expiry of the timescales in Clause 3.2, without prejudice to any other rights Lowell may have, Lowell shall have the right to:
- 7.2.1 require You, at Your own expense, to promptly perform such work to render the Goods acceptable or replace the Goods with goods that conform with the Contract or Purchase Order (as applicable) whilst maintaining the agreed delivery schedule;
- 7.2.2 have the repair or replacement undertaken by third parties and recover the full cost of repair or replacement from You; and
- 7.2.3 if repair or replacement under Clause 7.2.1 is not complete within a reasonable time, reject such Goods and terminate the Contract in whole or in part and buy Goods elsewhere.
- 7.3 You shall be liable for, and where necessary reimburse Lowell for, expenses which Lowell or any Affiliate has incurred in inspecting and/or acceptance testing Goods which are subsequently rejected, the cost of returning such Goods to You and any other costs Lowell has incurred in connection with the rejected Goods.
- 7.4 In the event of rejection You shall promptly repay to Lowell any sums already paid to You in respect of such rejected Goods.
- 8. Variations**
- 8.1 Lowell shall have the right at any time by notice in writing, to add to, omit or otherwise vary Purchase Orders and You shall use Your best endeavours to carry out such variations as if they had been originally stated in such Purchase Orders.
- 8.2 On receipt of a notice of variation in accordance with Clause 8.1 You shall notify Lowell in writing, without delay: (i) of any consequential adjustment in the price of the Goods and/or Services (price adjustments must be in accordance with the pricing submitted in Your original tender or catalogue); and/or (ii) if variation of the Contract would or is likely to prevent You from fulfilling any of Your obligations under the Contract.
- 8.3 On receipt of notice from You in accordance with Clause 8.2 Lowell shall notify You in writing, whether or not to continue with the variation. Until Lowell confirms the variation the Contract shall continue as if the instruction to vary had not been given.
- 9. Intellectual Property Rights**
- 9.1 Unless the Purchase Order or any Specific Terms provides otherwise, in respect of IPR which is pre-existing or arising in respect of the Contract:
- 9.1.1 Your pre-existing IPR and Your skills, methodology or know-how and any IPR which has not specifically been commissioned by Lowell shall remain vested in You, but without prejudice to any licence granted under Clause 3.1.6; and
- 9.1.2 any IPR created by You or on Your behalf for Lowell or any Affiliate (including artwork, designs and text) shall vest in Lowell and You hereby assign such IPR to Lowell with full title guarantee. You shall ensure that IPR created by Your agents, employees and/or sub-contractors vests in Lowell and shall do all such things necessary to effectively vest IPR with Lowell.
- 9.2 You agree to waive, and shall do all such things necessary to ensure that Your agents, employees and/or sub-contractors waive all moral rights or rights of a similar nature throughout the world in or relating to such IPR as described in Clause 9.1.2.
- 9.3 You warrant that the Goods will (so far as they do not comprise Lowell Materials) be original works of authorship and the use of Goods will not subject Lowell to any third party claims.
- 9.4 You shall indemnify Lowell against any and all claims, liability, loss, damages, costs (including reasonable legal costs) and expenses which Lowell may incur arising from any claim by a third party that the use of the Services, Goods, Deliverables or any other article provided or created by You infringes a third party's IPR, provided such use was in accordance with the terms of the Contract. If such claim arises, without prejudice to any other rights or remedies Lowell may have, Lowell may either (a) terminate the Contract immediately upon notice to You, or (b) require You at Your own expense to (i) obtain a licence for Lowell to continue use or enjoyment of the relevant articles, Goods and/or Services; or (ii) replace the Goods and/or Services in respect of which such claim is made with goods of equivalent quality and functionality.
- 10. Assignment and Sub-contracting**
- 10.1 You shall not transfer or assign the whole or any part of the Contract.
- 10.2 You shall not sub-contract all or any part of Your obligations under the Contract without Lowell's prior written consent which Lowell can withhold in its entire discretion. The restriction in this Clause shall not apply to Your sub-contractors named in the Contract or who provide minor parts.
- 10.3 If Lowell consents to any sub-contracting by You, You shall remain responsible for all acts and omissions of such sub-contractors as if they were Your own.
- 10.4 Lowell may at any time assign, mortgage, charge, subcontract or deal in any other manner with all or any of its rights and obligations under the Contract.
- 11. Lowell Materials**
- Any Lowell Materials shall, without limitation, be and remain the property of Lowell or its supplier whether or not changed or developed by You and no assignment or licence of any Lowell Materials is afforded to You. You shall keep at Your own risk and maintain the Lowell Materials in good order. You agree that any Lowell Materials You receive from Lowell or have collected on Lowell's behalf shall only be used in connection with the performance of the Contract and shall be returned to Lowell immediately on request or on termination or expiry of the Contract without retaining any copies.
- 12. Indemnity**
- You shall indemnify Lowell and keep Lowell indemnified in respect of any liability, loss, damages, costs (including reasonable legal costs) and expenses incurred by, awarded against or agreed to be paid by Lowell arising from defective workmanship, quality or materials or Your breach of Your obligations in the Contract or by the reason of any misrepresentation, negligent or tortious act or default by You, Your employees, agents or sub-contractors.
- 13. Non Solicitation**
- During performance of the Contract and for 6 months thereafter, You shall not employ or solicit for employment any member of Lowell's managerial, technical or specialist personnel with whom You have dealt with and who is an employee of Lowell at the time of solicitation.
- 14. Termination / Cancellation**
- 14.1 Lowell may by notice in writing immediately terminate the Contract or any agreement to supply Goods and/or Services made pursuant to the Contract at any time if:
- 14.1.1 You are unable to perform Your obligations under the Contract or if You commit a material breach of Your obligations and, where such breach is remediable, fail to remedy such breach within five (5) Working Days of receipt of notice requiring You to do so;
- 14.1.2 You take any step or action in connection with Your entering administration, provisional liquidation or any composition or arrangement with Your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of a court, unless for the purpose of solvent restructuring), having a receiver appointed to any of Your 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;
- 14.1.3 You are unable to pay Your debts within the meaning of Section 123 of the Insolvency Act 1986;
- 14.1.4 Your financial position deteriorates to such an extent that in Lowell's opinion Your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy;
- 14.1.5 You breach any of Clauses 3.3.1 to 3.3.7.
- 14.2 On termination or expiry of the Contract for any reason:
- 14.2.1 if any part of the price has been paid by Lowell in advance and Goods and/or Services have not been delivered at the date of termination or expiry of the Contract (howsoever caused) any such advance payment shall be refunded to Lowell forthwith unless Lowell agrees to accept delivery after termination or expiry;
- 14.2.2 if any Goods are located at Your premises or the premises of any of Your sub-contractors, then You shall deliver the Goods to such location nominated by Lowell in accordance with such timescales notified to You, unless otherwise expressly notified by Lowell to You from time to time. The cost of delivery of Goods to alternative premises shall be borne by You.
- 14.3 Expiry or termination of the Contract shall be without prejudice to any rights or remedies either party may be entitled to hereunder or at law.
- 14.4 Lowell may, on providing You with at least fifteen (15) days' written notice, amend or cancel a Purchase Order. If a Purchase Order is amended or cancelled, Lowell's liability to You shall be limited to the payment of all costs reasonably and properly incurred by You (as evidenced in writing) in respect of and up to and including the date of cancellation or amendment of the Purchase Order.
- 15. Confidentiality**
- 15.1 You agree to keep confidential any and all information disclosed by or on behalf of Lowell or otherwise obtained by You in connection with the Contract including, without limitation, information relating to Lowell's products, services, operations, processes, plans or intentions, know-how, IPR, market opportunities and business affairs whether in writing orally or by any other means and whether directly or indirectly ("**Confidential Information**").
- 15.2 You further undertake:
- 15.2.1 not to disclose the Confidential Information in whole or in part to any other person without Lowell's prior written consent;
- 15.2.2 to use the Confidential Information solely as required for the performance of Your obligations under the Contract and not for Your own benefit or the benefit of any third party;
- 15.2.3 to make every effort to prevent the use or disclosure of the Confidential Information other than in accordance with the Contract;
- 15.2.4 to ensure that Your employees and any other persons to whom You disclose Confidential Information in agreement with Lowell comply with the obligations set out in this Clause 15.
- 15.3 The provisions of Clause 15.2 above shall not apply to the extent that:
- 15.3.1 You can demonstrate that the relevant Confidential Information was lawfully in Your possession prior to its disclosure by Lowell or was disclosed to You afterwards by a third party which is not under a duty of confidentiality in relation to the relevant Confidential Information;
- 15.3.2 the Confidential Information is in the public domain other than as a result of a breach of this Clause by You or Your employees, agents or sub-contractors;
- 15.3.3 the Confidential Information is required to be disclosed by You under any applicable laws or regulations, by or for the purpose of any proceedings of any court or governmental, administrative or regulatory authority competent to require any such disclosure or under the rules of any generally recognised stock exchange, provided that You promptly inform Lowell and co-operate in taking any steps available to minimise the disclosure.
- 15.4 You shall not use any trade mark or trade name of Lowell (the "**Lowell Trade Marks**") or refer to Lowell or the Contract for any purpose without obtaining Lowell's prior written approval, which Lowell can withhold in its entire discretion. For the avoidance of doubt, where such work is commissioned on behalf of Lowell, limited permission may be provided in order to adhere to the provisions of the Purchase Order; this however does not constitute or imply a further licence upon You and no such use of Lowell Trade Marks is permitted beyond the scope outlined in the Purchase Order and is subject to Clause 9.1.2.
- 15.5 You shall indemnify Lowell and keep Lowell indemnified in respect of any liability, loss, damages, fines, penalties, costs (including reasonable legal costs) and expenses incurred by, awarded against or agreed to be paid by Lowell arising from any breach of Your obligation in this Clause 15.
- 15.6 You agree to provide the Services in accordance with any applicable information security requirements notified by Lowell to You in writing from time to time.
- 15.7 The parties shall keep the terms and the subject matter of the Contract, and the negotiations relating to the Contract, confidential and shall not disclose it to a third party,

- other than to such persons as will of necessity acquire it as a consequence of that party's obligations under the Contract.
- 16. Insurance**  
During the term of the Contract You shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on Lowell's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 17. Data Protection**
- 17.1 It is not intended that You shall process any personal data under, in connection with or in relation to the Contract. However, should the nature of the Services being provided hereunder require You to process personal data, where You act as a controller, Clause 17.2 shall apply and where You act as a processor, Clause 17.3 shall apply.
- 17.2 Where You act as a controller, you shall:
- 17.2.1 comply with the Data Protection Laws and shall use reasonable endeavours not to cause Lowell or any Affiliate to be in breach of the Data Protection Laws;
- 17.2.2 have a lawful basis for processing and sharing personal data in connection with the performance of Your obligations and/or the exercise of Your rights under the Contract;
- 17.2.3 ensure that You have all necessary approvals, authorisations, registrations, licences, permits, notices and consents in place to enable the lawful transfer of personal data to Lowell;
- 17.2.4 ensure that personal data is processed lawfully, fairly and in a transparent manner, including without limitation by providing data subjects with a privacy notice which includes as a minimum, the information required to be provided to individuals under Articles 13 and 14 of UK GDPR or Articles 13 and 14 of GDPR as appropriate;
- 17.2.5 deal with all requests which You receive from data subjects to exercise their rights under the Data Protection Laws;
- 17.2.6 use reasonable endeavours to assist Lowell to comply with its obligations under the Data Protection Laws, including (i) responding to any notice, complaint, enquiry or other communication which the party receives from or on behalf of a data subject, any supervisory authority or regulatory body which has jurisdiction over a party or any third party relating to the processing of personal data (ii) assisting Lowell to complete a data protection impact assessment in relation to the activities carried out under the Contract or in connection with the processing of the personal data and (iii) assisting Lowell to comply with its obligations in relation to security and personal data breach notifications;
- 17.2.7 ensure that You implement and maintain appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing, disclosure of or access to personal data and against accidental loss or destruction of, or damage to, personal data;
- 17.2.8 promptly notify Lowell about a complaint relating to Your or Lowell's obligations under the Data Protection Laws relating to any personal data in connection with this Agreement; and
- 17.2.9 notify Lowell without undue delay, and in any event within 48 hours of becoming aware of any personal data breach or any breach of the Data Protection Laws and provide Lowell with all information relating to such breach by email to [dpo@lowellgroup.co.uk](mailto:dpo@lowellgroup.co.uk); and
- 17.2.10 not transfer data outside of the UK or European Economic Area unless such transfer complies with the Data Protection Laws and Chapter V of UK GDPR and Chapter V of GDPR in particular.
- 17.3 Where You act as a processor, You shall:
- 17.3.1 process the personal data only on documented instructions from Lowell, unless required to do so by any applicable law in which case You shall inform Lowell of that requirement before processing unless prohibited by law from doing so. You shall immediately notify Lowell if, in Your opinion, any instruction from Lowell breaches any applicable law;
- 17.3.2 ensure that any person authorised to process the personal data is subject to an appropriate confidentiality obligation;
- 17.3.3 ensure that You implement and maintain appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing, disclosure of or access to personal data and against accidental loss or destruction of, or damage to, personal data;
- 17.3.4 not engage a sub-processor without the prior written consent of Lowell and under a written contract that complies with the requirements of the Data Protection Laws. You shall remain fully liable for the sub-processor's performance of their obligations under the Data Protection Laws and for the acts and omissions of the sub-processor;
- 17.3.5 provide reasonable assistance to Lowell in providing data subjects access to their data and allowing data subjects to exercise their rights under the Data Protection Laws and shall notify Lowell by email to [dpo@lowellgroup.co.uk](mailto:dpo@lowellgroup.co.uk) within 3 working days of receiving any such request;
- 17.3.6 notify Lowell by email to [dpo@lowellgroup.co.uk](mailto:dpo@lowellgroup.co.uk) without undue delay and in any event within 48 hours of any personal data breach affecting personal data processed under, in connection with or in relation to the Contract including without limitation:
- (a) promptly provide all relevant information about such personal data breach in Your possession or control to Lowell including without limitation (i) a description of the nature of the personal data breach including the categories and number of data subjects concerned and the number of personal data records concerned; (ii) the likely consequences of the personal data breach; and (iii) the measures taken or proposed to be taken to address the personal data breach including measures to mitigate its possible adverse effects;
- (b) implement any measures necessary to restore the security of the compromised personal data; and
- (c) provide all reasonable assistance and co-operation as is necessary to mitigate the effects of the personal data breach and to make any required notifications to the appropriate supervisory authority, any other regulatory authority and any affected data subjects;
- 17.3.7 assist and co-operate with Lowell as reasonably requested by Lowell from time to time to ensure Lowell's compliance with its obligations under the Data Protection Laws, particularly under Articles 32 to 36 of UK GDPR or Articles 32 to 36 of GDPR as appropriate, including but not limited to completing and reviewing any data protection impact assessments and where necessary consulting with any supervisory authority;
- 17.3.8 on the earlier of the termination or expiry of the Contract or an instruction from Lowell, and shall procure that all sub-processors shall promptly securely return to Lowell or securely destroy (at Lowell's option) the personal data, together with all copies in any form and in any media in Your power, possession or control. If You are required to retain all or part of the personal data by any applicable law, You shall (a) notify Lowell of that requirement; (b) comply with the Data Protection Laws and the Contract in relation to such personal data for as long as it is retained; (c) only process such retained personal data in accordance with the specific purposes for which it is legally required to be retained; and (d) forthwith securely return to Lowell or securely destroy (at Lowell's option) such personal data when you are no longer required by law to retain it; and
- 17.3.9 grant Lowell, its authorised agents, advisers and representatives and any supervisory authority the right of reasonable access to records, premises, materials and personnel together with the right to inspect, test and audit all facilities, premises, equipment, systems, documents and electronic data relating to the processing of personal data for the purposes of verifying compliance with the Contract and the Data Protection Laws by You and any sub-processors. Except where the audit is undertaken by a supervisory authority, Lowell shall give You reasonable notice of an audit provided always that no notice of an audit shall be required where Lowell has reasonable grounds to suspect that there has been a material breach of the Contract or the Data Protection Laws.
- 17.4 You owe the obligations in this clause 17 to all Affiliates which directly or indirectly receive the Goods or Services provided by You pursuant to this Contract. You give and make all representations, warranties, covenants and undertakings in this Contract to all such Affiliates.
- 17.5 Where the processing carried out pursuant to this Contract is subject to EU or Norwegian data protection laws, this clause 17 and the relevant provisions of the Specific Terms shall be governed by German law. Where the processing carried out pursuant to this Contract is subject to UK data protection laws, this clause 17 and the relevant provisions of the Specific Terms shall be governed by the laws of England and Wales.
- 18. General**
- 18.1 You shall ensure that when any of Your obligations are performed on Lowell's premises You and Your employees, contractors and agents comply with all health and safety, security and other requirements and/or policies notified to You.
- 18.2 Any notice under or in connection with the Contract must be in writing and delivered by hand or first class post to the person at the address of the other party as notified to the other in writing from time to time and with a copy sent to any nominated email address for formal notices. Lowell's nominated email address is [lowell.legal@lowellgroup.co.uk](mailto:lowell.legal@lowellgroup.co.uk).
- 18.3 No waiver by Lowell of any breach of the Contract by You shall be considered as a waiver of any subsequent breach of the same or any other provisions.
- 18.4 Any variation to these terms and conditions shall not be valid unless in writing and signed by both parties.
- 18.5 Without prejudice always to either party's right to seek injunctive relief, if a dispute arises in connection with the Contract then either party shall give to the other written notice of the dispute ("**Dispute Notice**") and the parties shall proceed through the steps set out in this Clause before commencing any court proceedings. On service of the Dispute Notice, a senior officer or manager of each party shall attempt in good faith to resolve the Dispute. If the dispute cannot be resolved by the senior officers or managers within 60 days of service of the Dispute Notice, the parties shall enter into mediation in good faith to settle the Dispute in accordance with the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure. Unless otherwise agreed by the parties, the mediator shall be nominated by CEDR. The parties shall bear the mediator's fees and expenses and all other costs of convening the mediation equally. Each party shall bear its own legal costs and expenses associated with its preparation for, participation in, and representation at, the mediation.18.6 Nothing in the Contract shall be construed as creating any partnership or joint venture between the parties. Neither party shall have authority to act on behalf of or represent the other in any way or be deemed to be an agent of the other or have power to enter into any transaction on behalf of or otherwise bind the other in any way.
- 18.7 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, voidable or unenforceable the offending terms shall be amended or severed from the Contract and the remaining provisions of the Contract shall continue in full force and effect.
- 18.8 No one other than a party to the Contract shall have any right to enforce any of its terms.
- 18.9 Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for thirty (30) days Lowell may terminate the Contract immediately by providing written notice to You. To avoid doubt, if You are unable to perform Your obligations then Lowell shall be relieved of any obligation to make payment for the Goods and/or Services.
- 18.10 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 18.11 The Contract and any dispute or claim (including non-contractual disputes or claims) of whatever nature arising out of or in any way relating to the Contract, its termination or its formation) shall be governed by and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.
- 18.12