

TTS TERMS AND CONDITIONS FOR SUPPLIERS (October 2019)

No terms or conditions submitted at any time by the Supplier shall form any part of the Contract.

In the event of a conflict between any of these Conditions and any specific term or condition referred to in the Purchase Order (excluding any reference to the Supplier's Ts & Cs which are expressly excluded from the Contract), the latter shall prevail.

1. DEFINITIONS

1.1 In these Conditions:

"Contract" means the contract between TTS and the Supplier consisting of the Purchase Order, these Conditions, and any other documents (or parts thereof) specified in the Purchase Order;

"Delivery Date" means the date on which the Goods and / or Services are to be delivered to TTS, nominated freight forwarder or customer as specified in the Purchase Order;

"Goods" means any such goods (including software) supplied to TTS by the Supplier pursuant to or in connection with the Purchase Order;

"Media Platforms" means all marketing media where Goods and / or Services are offered for sale by TTS including but not limited to catalogues, flyers, carrier sheets, websites, trade shows, educational publications, etc;

"Price" means the price of the Goods and / or Services as specified in the Purchase Order;

"Purchase Order" means the document setting out TTS' requirements for the Contract;

"Services" means any such services supplied to TTS by the Supplier pursuant to or in connection with the Purchase Order;

"Supplier" means the person, firm or company who is the supplier of the Goods and / or Services named in the Purchase Order;

"Supplier Manual" means the manual issued by TTS from time to time setting out the manner in which TTS requires its suppliers to perform Services and provide Goods to TTS;

"TTS" means RM Educational Resources Limited trading as TTS of 142B Park Drive, Milton Park, Milton, Abingdon, Oxfordshire, OX14 4SE;

"TTS Own Developed Product" a product which has been fully designed by TTS or its advisors where TTS own full intellectual property and design rights.

1.2 The headings in these Conditions are for convenience only and shall not affect its construction or interpretation.

2. VARIATION

2.1 These Conditions may only be varied with the written agreement of TTS.

2.2 TTS reserves the right by reasonable notice to the Supplier to vary the Goods and / or Services detailed in the Purchase Order and any alteration to the Price or delivery date arising by reason of such modification shall be agreed between the parties and evidenced in writing.

2.3 The Contract shall become binding and these Conditions shall be deemed to have been accepted by the Supplier on the acceptance of the Purchase Order by the Supplier (either verbally or in writing) or on delivery of the Goods and / or Services, whichever is the earlier.

3. GOODS

3.1 The Supplier warrants and represents to TTS that the Goods shall:

3.1.1 conform in all respects with any particulars or specification specified in the Purchase Order including any variations;

3.1.2 conform in all respects with the requirements of any statutes, orders, regulations or bye-laws from time to time in force;

3.1.3 be of satisfactory quality and free from defects in materials and workmanship; and

3.1.4 be fit and sufficient for the purpose for which such goods are ordinarily used and for any particular purpose made known to the Supplier by TTS and TTS relies on the skill and judgement of the Supplier in the supply of the Goods and the execution of the Purchase Order.

3.2 TTS may require the Supplier to replace or provide a spare part in relation to Goods where a fault has occurred. The Supplier agrees to hold spare parts for a period in line with the warranty on the Goods supplied to TTS.

3.3 The Supplier shall submit to TTS details of all changes to the Goods that affect form, fit, function, maintainability, reliability or appearance at least thirty (30) days before such changes are implemented. TTS

may, at its option, decline to accept such changes incorporated into the Goods and withdraw such Goods from sale unless and until such changes have been accepted in writing by TTS.

- 3.4 Where the Supplier supplies a TTS Own Developed Product changes must only be made when requested by TTS or agreed in writing by TTS prior to placing a Purchase Order. TTS reserves the right to reject Goods that have been changed without previous agreement.

4. **SERVICES**

- 4.1 From time to time TTS may request the Supplier provide technical support, documentation or training in relation to products supplied to TTS customers. The Supplier agrees to support TTS in any such requirement.
- 4.2 The Supplier may need to attend a TTS customer's premises to install the Goods. In addition the other obligations under the Contract, the Supplier's employees shall have the skills necessary to perform the Services and shall at all times behave in a way mindful of the TTS customer's property. Any accommodation, subsistence, travelling and other expenses incurred by or on behalf of the Supplier in providing the Services shall be borne by the Supplier.

5. **SOFTWARE**

- 5.1 Where Goods constitute software unless the Supplier specifies otherwise, the Supplier shall be deemed to be supplying the said software to TTS to distribute under licence to TTS' customers on TTS' then current standard terms and conditions of software licence.
- 5.2 Where the Supplier releases a new version of the said software at a time when TTS holds an inventory of the previous version the Supplier shall if requested by TTS grant TTS a full refund for the previous version of the Goods held as inventory and accept its return.

6. **PRICE**

- 6.1 The Supplier represents that the Prices charged on every purchase order are those agreed with TTS during annual pricing negotiations and will be fixed for the period of 1st January to the 31st December each year. The Supplier also confirms the Prices will not increase during the calendar year once agreed. TTS may wish to re-negotiate lower costs during this period subject to increases in sales volume and/or re-engineering of product specification or contents.
- 6.2 Payment shall not constitute acceptance of non-conforming Goods and / or Services.
- 6.3 Unless expressly agreed otherwise between the parties in writing, the Price are exclusive of Value Added Tax which will be added to Supplier's invoices by Supplier at the ruling rate at time of Invoice of the Goods/Services where applicable.
- 6.4 Unless otherwise agreed in writing by TTS, the Supplier shall render a separate invoice in respect of each consignment of the Goods delivered under the Purchase Order. TTS undertakes to pay correctly submitted invoices within sixty (60) days (unless otherwise agreed between the parties) of receipt from the day of physical or electronic arrival at the nominated address of TTS. Invoices shall not be rendered by the Supplier until completion of delivery of all the Goods which are the subject of the Purchase Order.
- 6.5 A valid invoice is one that is:
- that is for the correct Price;
 - in respect of Goods / Services supplied or delivered to the required quality;
 - which quote the relevant Purchase Order number;
 - which has been delivered to the nominated address.
- 6.6 TTS specifically reserves the right to withhold or deduct by way of set-off or otherwise from any monies due or to become due to the Supplier any monies due to TTS from the Supplier.
- 6.7 No payment of or on account of the Price shall constitute any admission by TTS as to proper performance by the Supplier of its obligations under the Contract.

7. **DELIVERY**

- 7.1 The Goods shall be delivered to the place named on the Purchase Order. Delivery shall be completed when the Goods have been unloaded at the point of delivery specified in the Purchase Order and delivery has been accepted by TTS or its authorised representative.

- 7.2 Where any access to the premises is necessary in connection with delivery or installation, the Supplier and its sub-contractors shall at all times comply with the reasonable requirements of TTS and its applicable customers.
- 7.3 The time of delivery shall be of the essence for the purposes of the Contract and failure to deliver by the Delivery Date shall enable TTS (at its option) to release itself from any obligation to accept and pay for the Goods and / or Services and/or to cancel all or part of the Goods and / or Services under the Purchase Order, in either case without prejudice to its other rights and remedies.
- 7.4 The Supplier's failure to effect delivery on the Delivery Date specified shall entitle TTS to purchase substitute Goods and / or Services and to hold the Supplier accountable for any and all loss and/or additional costs incurred as a result of such failure.
- 7.5 Failure by TTS to exercise its options under Conditions 7.3 and/or 7.4 in respect of any part of a Purchase Order shall not be deemed to constitute a waiver with respect to any subsequent part of that Purchase Order.
- 7.6 If Goods and / or Services are delivered before the Delivery Date, TTS shall be entitled to its sole discretion to refuse to take delivery or to charge for insurance and storage of the Goods until the Delivery Date.
- 7.7 Unless otherwise stated in the Purchase Order, the Supplier is responsible for obtaining and the cost of all the export and import licences for the Goods and / or Services, and in the case of the Goods and / or Services supplied from outside the UK, the Supplier shall ensure that accurate information is provided to TTS as to the country of origin and the Supplier shall be liable for additional duties or taxes should the country of origin prove to be different to the one stated.

8. TITLE AND RISK

- 8.1 Supplier shall deliver the Goods at its risk to the premises stated on the Purchase Order, agreed with TTS or otherwise stated by TTS (e.g., where Goods consist of tooling equipment TTS may require the Goods to remain on premises owned or controlled by the Supplier). Risk in all Goods shall remain with the Supplier:
- 8.1.1 at all times in respect of any Goods that are not delivered to premises on the Purchase Order; and
- 8.1.2 in respect of Goods to be delivered to premises owned or controlled by TTS, until such time as the Goods have been safely delivered to those premises and TTS has signed a delivery note acknowledging safe receipt.
- 8.2 Where a TTS nominated Freight Forwarder is used to ship the Goods the agreed Incoterms shall apply in regard to risk.
- 8.3 Where the Supplier is responsible for risk in any Goods and any such Goods become damaged, lost or stolen, the Supplier shall forthwith notify TTS of the same and, at TTS' absolute discretion and free of charge, either replace such Goods or refund any monies paid by TTS in respect of any such Goods.
- 8.4 Title to any Goods shall pass to TTS upon payment for the Goods (whether or not delivered to premises owned or controlled by TTS). TTS shall be entitled at any time and without notice to enter onto any premises at which any Goods are stored in respect of which title has passed to TTS in order to retake possession of such Goods.
- 8.5 The Supplier shall forthwith mark any Goods that have become the property of TTS if instructed to do so by TTS at any time (e.g., to identify that TTS is the owner of such Goods).
- 8.6 Until full payment has been received by Supplier from TTS for the Goods:
- 8.6.1 legal and beneficial ownership of the Goods shall remain vested in Supplier;
- 8.6.2 where the Goods have been delivered to TTS, TTS shall keep the Goods properly stored, protected and insured; and
- 8.6.3 TTS may resell or use the Goods in the ordinary course of its business (only), but Supplier shall be legally and beneficially entitled to the proceeds of sale.

9. DAMAGE IN TRANSIT

- 9.1 On despatch of any consignment of the Goods, the Supplier shall send to TTS at the address for delivery of the Goods, an advice note specifying the means of transport, the place and date of despatch, the number of packages and their weight and volume.

9.2 The Supplier shall, free of charge and as quickly as possible, either repair or replace (as TTS shall elect in its sole discretion) such of the Goods as may either be damaged in transit or having been placed in transit fail to be delivered to TTS provided that:

9.2.1 in the case of damage to such Goods in transit TTS shall within seven (7) days of delivery give notice to the Supplier that the Goods have been damaged; and

9.2.2 in the case of non-delivery TTS shall (provided that TTS has been advised of the despatch of the Goods) within seven (7) days of the notified date of delivery give notice to the Supplier that the Goods have not been delivered.

10. SCHEDULING

10.1 The "Delivery Date" means, unless otherwise agreed in writing, the delivery date for the Goods and/or Services to be delivered into TTS specified location. For Suppliers outside of the United Kingdom the "Delivery Date" specified on the Purchase Order means the date of which the Goods and/or Services should be despatched to the agreed freight forwarder.

10.2 Unless otherwise agreed, the Delivery Date shall be consistent with Supplier's normal lead times for the quantity of Goods ordered. Supplier shall use its best endeavours to achieve the Delivery Date and will, except in extreme cases, not exceed any maximum lead time which may be specified. If TTS requests delivery with less than the normal lead time specified by Supplier to meet a special requirement, including the replacement of Goods lost or damaged in shipment, Supplier will use its reasonable efforts to expedite delivery provided however that TTS shall not pay any additional charges or costs for expediting the delivery unless such charges or costs have been previously accepted in writing by TTS.

10.3 Time of delivery is of the essence of all Purchase Orders. The Supplier shall notify TTS in writing if at any time Supplier believes that delivery will be delayed for any reason. However, delivery up to five (5) days either side of the specified schedule is acceptable.

10.4 TTS shall monitor delivery performance on a regular basis. In the event of persistent late or incomplete delivery the Supplier shall be in breach of Clause 10.3 and TTS shall, at its absolute discretion, either: (1) cancel all purchases of such Goods that are the subject of existing Purchase Orders without any liability and immediately remove the relevant Product from its Media Platforms and not subsequently purchase such Goods from the Supplier; or (2) charge the Supplier a sum set by TTS (acting reasonably) per day of delay or part delivery as liquidated damages, which the Supplier acknowledges and agrees is a genuine pre-estimate of TTS' loss caused by such delay or part delivery.

11. RE-SCHEDULING

TTS may request without charge to re-schedule delivery of any Purchase Order by written and/or verbal notice to the Supplier at any time prior to the despatch of the Goods. Any such re-schedule will need to be agreed by both the Supplier and TTS prior to taking place.

12. INSPECTION, REJECTION AND GUARANTEE

12.1 Nothing contained in these Conditions shall in any way detract from the Supplier's obligations under common law or statute or any express warranty or condition contained in the Purchase Order.

12.2 The Supplier shall permit TTS or its authorised representatives to make any inspections or tests it may reasonably require in relation to the Goods and the Supplier shall afford all reasonable facilities and assistance free of charge at TTS's premises. The Supplier shall make good any defects or deficiencies in the event of any failure (in the sole opinion of TTS) to comply with the terms of the Purchase Order or the Contract. No failure to make a complaint at the time of such inspection or tests and no approval given during or after such tests or inspections shall constitute a waiver by TTS of any rights or remedies in respect of the Goods and / or Services.

12.3 TTS may by written notice to the Supplier reject any of the Goods which fail to meet the requirements in the Contract. Such notice shall be given within a reasonable time after delivery to TTS of the relevant Goods. If TTS rejects any of the Goods pursuant to this Condition 12.3, the Supplier shall at TTS' sole option (without prejudice to its other rights and remedies) either:

12.3.1 repair the defective Goods as quickly as possible or (as TTS shall elect in its sole discretion) replace the defective Goods with Goods which comply in all respects with the requirements under the Contract;
or

12.3.2 refund to TTS the Price in respect of the defective Goods.

- 12.4 The Supplier shall guarantee the Goods and / or Services for a period of twelve (12) months from installation or delivery (subject to any alternative guarantee arrangements agreed in writing between TTS and the Supplier). If TTS shall, within such guarantee period or within thirty (30) days thereafter, give notice in writing to the Supplier of any defect in any of the Goods and / or Services that have arisen during the guarantee period under proper and normal use, the Supplier shall (without prejudice to any of TTS' other rights and remedies) as quickly as possible remedy such defects (whether by repair or replacement as TTS shall elect in its sole discretion) without cost to TTS.
- 12.5 Any Goods rejected or returned by TTS pursuant to this Clause 12 shall be returned to the Supplier at the Supplier's risk and expense.

13. **ACCEPTANCE**

- 13.1 TTS reserves the right to inspect the Goods on or immediately after delivery and within a reasonable time after delivery to reject deliveries or any part of any delivery which does not conform as to quantity, quality and description with the particulars of the Purchase Order of any Goods or Services specification.
- 13.2 Where Goods have been developed, modified, enhanced or altered in any way to suit the requirements of TTS, the parties shall agree acceptance tests and a timetable for acceptance ("Acceptance Criteria"). Any such Goods delivered shall be deemed to have been accepted by TTS when the relevant Acceptance Criteria have been satisfied.
- 13.3 Any Goods rejected under Clauses 10.1 and/or 10.2 above shall (1) be collected by the Supplier from TTS at the Supplier's cost and expense in a prompt and timely manner and, in any event, by no later than the date reasonably specified by TTS ("Cut-Off Date") and (2) shall promptly be replaced by the Supplier at its expense and this Clause 13 shall apply to any such replacements as if they were the Goods originally delivered. In the event that the Supplier fails to collect the Goods by the Cut-Off Date, TTS shall have the right to dispose of the Goods at its absolute discretion without liability and to use any proceeds to offset any disposal costs.

14. **WARRANTY**

Supplier warrants to TTS that:

- 14.1 It has the right to enter into any Purchase Order and that Supplier's performance shall not violate the terms of any other licence contract or other obligation to which Supplier is a party;
- 14.2 The Goods shall be new, conform to the relevant specification and be free from defects in workmanship and materials if properly used in accordance with procedures described in any documentation supplied by the Supplier for a period which expires twelve (12) months after delivery to TTS' customers. Upon written notice from TTS of Goods (or part) that fails to meet the foregoing warranty, Supplier shall forthwith at its expense, repair or replace such Goods(s).
- 14.3 Where Goods constitute software, Clause 14.2 above shall not apply and the Goods are warranted instead to conform substantially to their published functional specification if properly used in accordance with procedures described in any documentation supplied by the Supplier for a period expiring ninety (90) days from the date of installation by TTS' customer. During such period the Supplier shall, at its own expense and at TTS' option correct any non-conforming software or replace the software or grant TTS a full refund. This warranty is subject to the following conditions:
- 14.3.1 Damage resulting from or aggravated by negligence or misuse by TTS or its customer is excluded from this warranty; and
 - 14.3.2 Any unauthorised modification of the software shall void this warranty;
- 14.4 All Goods delivered to TTS shall comply with the applicable British Standards, European Standards and as otherwise required by TTS from time to time (including without limitation as specified in the Supplier Manual). Supplier shall obtain and maintain at its own expense all applicable listings, certificates and approvals in the Supplier's own name. This is not applicable in the following circumstances:
- 14.4.1 When the product is a TTS Own Developed Product;
 - 14.4.2 Where an exception has previously been agreed in writing;

- 14.5 Unless otherwise agreed, where Goods have been installed at the customer's premises, the Supplier agrees to provide spare parts and maintenance services for the Goods for a period of not less than five (5) years from the date of the date of installation.
- 14.6 It shall use all reasonable skill and care in carrying out the Services. Upon written notice from TTS of Services (or part) that are not in conformance with the foregoing warranty the Supplier shall promptly at its expense re-perform the Services to the required standard of performance;
- 14.7 It has and shall pass to TTS good title for the Goods free and clear of all liens and encumbrances;
- 14.8 The Goods do not infringe any patent, copyright, or design right or otherwise violate the intellectual property rights of any third party;
- 14.9 No claim or action is pending or threatened against Supplier, or to Supplier's knowledge against any licensor or supplier of Supplier that would adversely affect the right of TTS or any customer of TTS to use the Goods for their intended use;
- 14.10 All Goods shall comply with the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations 2012 and Statutory Instrument 2005 No.2748 (The Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations 2005).

15. LABELLING AND PACKAGING

- 15.1 The Goods shall be packed and marked in a proper manner and in accordance with TTS' instructions and any statutory requirements and any requirements of the carriers. In particular the Goods shall be marked with the Purchase Order number, the net, gross and the weights, details of the contents shall be clearly marked on each container and all containers of hazardous goods (and all relating documents) shall bear prominent and adequate warnings. The Supplier shall indemnify and keep indemnified TTS against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which TTS may suffer or incur as a result of or in connection with any breach of this Clause 15.1.
- 15.2 All packaging materials will be considered non-returnable and will be destroyed unless the Supplier's advice note states that such materials will be charged for unless returned. TTS accepts no liability in respect of the non-arrival at the Supplier's premises of empty packages returned by TTS.
- 15.3 Goods shall be packaged in accordance with the Supplier Manual, or as otherwise reasonably directed by TTS, and in such a way as to ensure that the Goods arrive undamaged and to ensure subsequent safe protection of Goods in storage at no additional cost to TTS.
- 15.4 Supplier shall include with each delivery an advice note listing contents including Purchase Order number, serial numbers, product codes, descriptions and quantities to allow for review of contents upon receipt. In the case of Direct Despatch deliveries Suppliers must use the TTS branded PDF despatch note provided or create an electronic version with TTS branding as agreed with the Direct Despatch Buyer.
- 15.5 Advice notes must be sent on the date of despatch of the Goods and invoices shall be issued no earlier than the Delivery Date on the Purchase Order unless otherwise agreed. In the event that an invoice is issued earlier than the Delivery Date then it shall not be deemed received by TTS until the Delivery Date.

16. INTELLECTUAL PROPERTY

- 16.1 Supplier shall indemnify and hold TTS, TTS' subsidiaries, distributors, agents and customers harmless from all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which TTS may suffer or incur as a result of or in connection with any action based on actual or alleged infringement by the Goods of any patent, copyright, design right, trade mark, trade secret or other proprietary interest unless the Goods are TTS Own Developed Products.
- 16.2 TTS shall give the Supplier prompt notice of any claim or action and shall provide reasonable assistance to the Supplier at the Supplier's request and expense in defending such action or claim. If an injunction is granted or in Supplier's reasonable opinion is likely to be granted which prohibits the use or sale of the Goods by reason of any matter covered in this Clause, then Supplier shall at its expense either:
- 16.2.1 procure for TTS and its customers (whether direct or indirect) the right to continue using the Goods;
or
- 16.2.2 modify the Goods so that they become non-infringing (providing the modified Goods continue to conform with the relevant specification); or

- 16.2.3 substitute equivalent non-infringing products; or
 - 16.2.4 if none of 16.2.1 – 16.2.3 are reasonably available, TTS may return the Goods to the Supplier and Supplier shall refund the Price of such products to TTS.
- 16.3 Notwithstanding the foregoing, the Supplier shall have no liability to TTS for actual or claimed infringement arising out of:
- 16.3.1 compliance with detailed designs, plans or specifications furnished by TTS unless such infringements arise independently out of such designs, plans or specifications;
 - 16.3.2 use of the Goods in combination with other equipment or software not reasonably contemplated by the Supplier;
 - 16.3.3 use of the Goods in any process not reasonably contemplated by the Supplier.
- 16.4 All materials, equipment, software, inventions, specifications, instructions, plans or any form of intellectual property right in any of the foregoing ("**Intellectual Property**"):
- 16.4.1 furnished to or made available to the Supplier by TTS pursuant to the Purchase Order are hereby assigned to and shall remain vested solely in TTS; and
 - 16.4.2 the Supplier shall not (except to the extent necessary for the implementation of the Purchase Order) without prior written consent of TTS, use or disclose any such Intellectual Property or any information (whether or not relevant to the Contract) which the Supplier may obtain pursuant to the Contract and in particular (but without prejudice to the generality of the foregoing) the Supplier shall not refer to TTS or the Contract in any advertisement without TTS's prior written agreement.
- 16.5 Tools, equipment software documentation or other materials which may be supplied by TTS to the Supplier for the purposes of assisting the Supplier in the performance of any Purchase Order whether separately listed or not, shall be made available pursuant to the terms and conditions of the TTS' loan agreement which is available upon request and shall be used by Supplier solely in its performance of its obligations hereunder. TTS will own all intellectual property rights on all such items.
- 16.6 All Intellectual Property Rights created or invented by the Supplier (including but not limited to inventions processes and programs) whether patentable or not, know-how, designs, trade marks, drawings and copyright in documents of any description as a result of or in the performance of any Purchase Order shall be the exclusive property of TTS from the date of creation and the Supplier shall to the extent that it is necessary promptly execute any document properly required to vest any such intellectual property legally in TTS and TTS shall bear the costs thereof.
- 16.7 The intellectual property rights, including but not limited to patents, trade marks, registered design rights and copyright in the Goods and / or Services, and any documents or other materials provided by Supplier relating to the Goods and / or Services ("Supplier IP"), shall belong to the Supplier. TTS shall not infringe any Supplier IP.
- 16.8 The Supplier shall grant TTS a non-exclusive licence of its applicable Intellectual Property for the promotion and sale of the Goods and / or Services for the duration of the Contract. At the termination / expiry of the Contract, TTS shall continue to be allowed to use any Intellectual Property in printed materials (such as catalogues) as long as it is removed from further print runs.
- 16.9 The terms and conditions of this Clause shall survive the expiration or termination of any Purchase Order for any reason whatsoever
- 17. HEALTH AND SAFETY**
- 17.1 The Supplier represents and warrants to TTS that the Supplier has satisfied itself that:
- 17.1.1 all necessary tests and examinations have been made or will be made prior to delivery of the Goods to ensure that the Goods are designed, manufactured, supplied and installed so as to be safe and without risk to the health or safety of persons using the same; and
 - 17.1.2 that it has made available to TTS adequate information about the use for which the Goods have been designed and have been tested and about any conditions necessary to ensure that when put to use the Goods will be safe and without risk to health.
- 17.2 In any event, the Supplier will comply with the duties imposed on it by the Health & Safety at Work etc Act 1974 or any amendment thereto and of all other statutory provisions, rules and regulations so far as they are applicable. The Supplier shall indemnify and keep indemnified TTS against any and all actions, suits, claims, demands,

losses, charges, costs and expenses (including legal expenses and disbursements) which TTS may suffer or incur as a result of or in connection with any breach of this Clause 17.

- 17.3 The Supplier's attention is drawn to the obligations imposed by the Health and Safety at Work Act 1974 upon designers, manufacturers, importers and suppliers of articles and substances for use at work and on those who install or erect articles for use at work. The Supplier shall be responsible for complying with those obligations in relation to the Goods and Services and will indemnify TTS against all costs, expenses and liabilities caused by its failure to do so.

18. INDEMNITY AND INSURANCE

- 18.1 Without prejudice to any rights or remedies of TTS, the Supplier shall indemnify and keep indemnified TTS against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which TTS may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (including death) to any person which may result directly or indirectly from any defect in the Goods or performance of the Services or the negligence, acts or omissions of the Supplier or any of its employees, agents or sub-contractors.
- 18.2 The Supplier shall maintain insurance policies, including public liability insurance, professional indemnity insurance and employer's liability insurance, with a reputable insurance company which policies shall contain as a minimum protection for TTS, its sub-contractors, agents employees and customers from claims for damages for personal injury, including accidental or wrongful death, and property damage which may arise from use, installation or operations to be performed in connection with Supplier's Goods and/or the Services. A limit of liability provided by each such policy shall be no less than two million pounds (£2,000,000) sterling per occurrence.
- 18.3 If requested, the Supplier shall furnish to TTS within ten (10) days of request a certificate of insurance to cover the obligations set out in sub-clause 18.2 above.
- 18.4 The Supplier shall be liable under the provisions of the Contract (including Clause 18.1) whether or not it complies with the insurance provisions in this Clause 18.
- 18.7 Nothing in these Conditions or the Contract shall exclude or limit the liability of either party for death or personal injury caused by its negligence or for fraudulent misrepresentation.

19. CONFIDENTIALITY

The Supplier shall and shall procure that its staff shall maintain in confidence all information whether oral, written or otherwise which TTS has divulged or may divulge to the Supplier or may be acquired by the Supplier including any specification. Supplier shall only disclose the said information to employees and/or third parties who "need to know". Supplier shall use the said information only for the purposes of supplying TTS. The Supplier shall take all reasonable steps to ensure that its employees and/or third parties are bound by the same obligations and that such obligations endure beyond any termination of employment or business relationship with the Supplier. The provisions of this clause do not apply to information which is or comes into the public domain otherwise than by breach of the terms of this clause. Upon request by TTS Supplier shall return all drawings, software or other written materials issued by TTS together with all copies of the same made by the Supplier or third party. Nothing in a Purchase Order shall be construed as granting or conferring any rights by licence or otherwise in any of the said information except for the limited purpose of the Supplier's performance hereunder. This clause shall survive termination of any Purchase Order.

20. SUPPLIER MANUAL

The Supplier acknowledges and agrees that it has received and understood all the contents of, and will comply with all of the provisions of, the TTS Supplier Manual as provided or made available to it from time to time unless otherwise agreed in writing with TTS. It shall be the Supplier's responsibility to ensure that it familiarises itself with the TTS Supplier Manual and any changes that may be made to it at any time.

21. ANTI-BRIBERY AND ANTI-SLAVERY

- 21.1 The Supplier shall ensure that it and all of its staff, agents, contractors and any other party performing its obligations or exercising its rights under or in connection with any Purchase Order and/or any other agreement that the Supplier may have with TTS, complies at all times with all applicable anti-bribery and/or corruption laws, regulations and codes of conduct in all jurisdictions. The Supplier shall, whenever requested by TTS, provide evidence of the measures, steps and processes that it takes to ensure compliance with the provisions of this clause and the relevant laws, regulations and codes of conduct.

21.2 TTS will only knowingly trade with those companies who comply with the RM plc Anti-Slavery and Human Trafficking Statement (the "Statement"). This can be found on www.rmplc.com. The Supplier confirms that it complies with the Statement.

22. RIGHT TO PERFORM

If at any time the Supplier fails to perform fully any of its obligations under any Purchase Order, TTS may, at its option, and without any obligation to do so perform the Supplier's obligations or have such obligations performed by a third party provided that TTS shall have given the Supplier fourteen (14) days' notice of any such failure, and if the failure is remediable, the Supplier shall not have commenced continuing and effective steps to remedy said failure within the said fourteen (14) days. In such event, TTS shall have the right to offset its costs for performance from any amounts due to the Supplier whether under any Purchase Order or otherwise. Such right of offset shall be in addition to and not in lieu of any other rights or remedies TTS may have under any Purchase Order or at law or equity.

23. TERMINATION

23.1 In the event of a material breach of the Contract by either party, the non-breaching party may terminate the Contract with immediate effect by notice in writing.

23.2 Either party may terminate the Contract with immediate effect by notice in writing to the other party, if the other party at any time:

23.2.1 passes a resolution that it be wound-up or that an application be made for an administration order or the other party applies to enter into a voluntary arrangement with its creditors;

23.2.2 if a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the other party's property, assets or any part thereof;

23.2.3 has the court order it be wound-up or a receiver of all or any part of its assets be appointed;

23.2.4 is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986;

23.2.5 (being an individual or partnership) is declared or adjudicated bankrupt or enters into any arrangement or composition with its creditors.

23.3 Nothing in this Clause 23 shall affect the coming into, or continuance in force of any provision of the Contract which is expressly or by implication intended to come into force or continue in force upon termination of the Contract.

24. DATA PROTECTION

24.1 In this Agreement, the terms Controller, Processor, Data Subject, Personal Data, Special Categories of Personal Data, Processing, Data Subject Access Request, Data Protection Impact Assessment and Personal Data Breach shall be as defined in the General Data Protection Regulation EU 2016/679 ("GDPR") and "Data" shall mean the Personal Data and Special Categories of Personal Data provided by TTS to the Supplier in connection with this Agreement. "Data Protection Legislation" means the GDPR and any national implementing laws, regulations and secondary legislation, as amended, revised, re-enacted, consolidated or updated from time to time.

24.2 The parties acknowledge that for the purposes of the Data Protection Legislation, TTS is the Controller and the Supplier is the Processor.

24.3 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 24 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

24.4 The Supplier shall:

24.4.1 ensure that its employees, sub-contractors and sub-processors shall, Process the Data only on TTS' written instructions;

24.4.2 provide appropriate technical and organisational measures to ensure the protection of the rights of the Data Subjects;

24.4.3 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by TTS, to protect the Data against accidental or unlawful destruction, loss, alteration, damage, unauthorised disclosure of, or access to, Data transmitted, stored or otherwise Processed;

24.4.4 complete a security questionnaire as provided by TTS before commencement of the Services;

24.4.5 re-submit a security questionnaire if there are changes to the Supplier's system which would trigger a Data Protection Impact Assessment under the GDPR;

- 24.4.6 ensure that all personnel it authorises to Process the Data (including but not limited to its employees, agency workers, or the employees of any sub-contractors or sub-processors) are obliged to keep the Data confidential which the Supplier can enforce;
 - 24.4.7 at the written direction of TTS, delete or return the Data to TTS after the end of the provision of the Services relating to Processing, except that the Supplier may keep any Data, if required by any applicable laws to store the Personal Data;
 - 24.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 24 and provide access to the same for the purpose of audits conducted by TTS or its appointed auditor; and
 - 24.4.9 not Process or transfer outside of the European Economic Area (or any country deemed adequate by the European Commission pursuant to the GDPR) without TTS' prior written consent and without putting in place adequate protection for the Data, in the form of standard contractual clauses approved by the European Commission for such transfers of Personal Data, to enable compliance by TTS and the Supplier with the obligations under the GDPR.
- 24.5 Subject to clause 24.6, the Supplier shall notify TTS immediately if it:
- 24.5.1 considers that any of TTS' instructions infringe the Data Protection Legislation;
 - 24.5.2 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 24.5.3 receives a request to rectify, block or erase any Personal Data;
 - 24.5.4 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 24.5.5 receives any communication from the Information Commissioner's Office or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - 24.5.6 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 24.5.7 becomes aware of a Personal Data Breach.
- 24.6 The Supplier's obligation to notify under clause 24.5 shall include the provision of further information to TTS in phases, as details become available.
- 24.7 Taking into account the nature of the processing, the Supplier shall provide TTS with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 24.5 (and insofar as possible within the timescales reasonably required by TTS) including by promptly providing:
- 24.7.1 TTS with full details and copies of the complaint, communication or request;
 - 24.7.2 such assistance as is reasonably requested by TTS to enable TTS to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 24.7.3 TTS, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 24.7.4 assistance as requested by TTS following any Personal Data Breach;
 - 24.7.5 assistance to TTS as requested in respect of any Data Protection Impact Assessment; and
 - 24.7.6 assistance as requested by TTS with respect to any request from the Information Commissioner's Office, or any consultation by TTS with the Information Commissioner's Office, supervisory authorities or regulators.
- 24.8 The parties acknowledge that the Supplier's provision of the Services under this Agreement may involve the appointment of sub-contractors by the Supplier. The Supplier shall not appoint any third party, including consultant, sub-contractor, agent or professional adviser or other third party which may receive and/or have access to the Data unless:
- 24.8.1 TTS provides its the prior written consent; and
 - 24.8.2 the Supplier provides TTS with such information regarding the sub-processor as TTS may require
- 24.9 If TTS consents to the appointment of any sub-processor under clause 24.8, the Supplier shall put in place in writing with any sub-processor contractual obligations which are at least equivalent to the obligations imposed on the Supplier pursuant to this clause 24 including obligations which provide sufficient guarantees from the sub-processor that the processing meets the requirements of the GDPR.
- 24.10 The Supplier will inform TTS in advance of, and allow a reasonable period for objection to, any intended changes concerning the addition or replacement of sub-processors.
- 24.11 The parties acknowledge that the Supplier's provision of the Services under this Agreement may require the transfer of Data to the Supplier's sub-processors ("Recipients") outside the European Economic Area in countries which have not been approved by the European Commission as having adequate protections in

place for the purpose of the transfer of personal data pursuant to the Data Protection Legislation. The Supplier will be permitted to transfer Data to such Recipients provided that:

- 24.11.1 TTS shall have provided their prior written consent to such transfer;
- 24.11.2 the Supplier provides TTS with such information regarding the sub-processor as TTS may require; and
- 24.11.3 the Supplier shall have entered into an agreement with the relevant Recipient incorporating the standard contractual clauses approved by the European Commission for transfers of personal data to processors outside of the European Economic Area and which agreement shall include security obligations on the Recipient which are no less onerous than those contained in this Agreement.

24.12 Either Party may, at any time on not less than 30 days' notice, revise the above clause 24.8.3 by replacing it with any applicable controller to processor standard clauses approved by the European Commission for transfers of personal data to processors outside of the European Economic Area or similar terms forming Party of an applicable certification scheme.

24.13 The Supplier shall remain fully liable to TTS for the performance of any sub-processor appointed by it.

24.14 The Supplier shall indemnify and hold harmless TTS against all costs, claims, losses, damages and expenses (including legal expenses) arising out of, or in connection with, any breach of this clause 24 by the Supplier and/or its employees, agents and/or sub-contractors or sub-processors.

24.15 TTS acknowledges that the Supplier is reliant on TTS for direction as to the extent to which the Supplier is entitled to use and process the Data. Consequently, the Supplier will not be liable for any claim brought by TTS or any Data Subject arising from any action or omission by the Supplier to the extent that such action or omission resulted from TTS' instructions.

24.16 The Supplier shall provide the following information regarding the Data: subject-matter; duration of the Processing; nature and purpose of the Processing; type of Data; categories of Data Subjects; and the obligations and rights of the Supplier.

25. **FORCE MAJEURE**

Neither party shall be liable to the other for any delay in or failure to perform its obligations hereunder (other than a payment of money) provided that such delay or failure is due to causes beyond its reasonable control.

26. **ASSIGNMENT AND SUB-CONTRACTING**

26.1 The Supplier shall not without the prior written consent of TTS assign or transfer the benefit or burden of the Contract.

26.2 No sub-contracting by the Supplier shall in any way relieve the Supplier of any of its responsibilities under the Contract.

27. **NOTICES**

Any notices to be given under the Contract shall be delivered personally or sent by post or by facsimile transmission to the Company Secretary (in the case of TTS) or to the address set out in the Purchase Order (in the case of the Supplier). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, 48 hours after posting or, if sent by facsimile transmission, 12 hours after proper transmission.

28. **THIRD PARTY RIGHTS**

The Contract is not intended to create any rights of any kind whatsoever enforceable by any person who is not a party to the Contract, including any rights enforceable under the Contracts (Rights of Third Parties) Act 1999.

29. **SEVERABILITY**

If any provision under this Contract is or becomes unenforceable, such provision shall not take effect and shall be deemed to be severed from the remainder of the Contract to the extent that the remainder of the Contract and the unaffected part of the provision shall continue to be fully enforceable.

30. **WAIVER**

No delay or omission by TTS in exercising any of its rights under the Contract shall constitute a waiver of that right and any partial exercise of any such right shall not prevent any future exercise of the right.

31. ENTIRE AGREEMENT

31.1 Supplier acknowledges that they have read these Conditions and understands and agrees to be bound by them. Supplier further agrees that all Purchase Orders are a complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of the Purchase Order.

31.2 All Purchase Orders can only be modified by written agreement signed by duly authorised representatives of both parties.

32. LAW AND JURISDICTION

The Contract and any dispute arising under or in any way connected with the subject matter of the Contract (whether of a contractual or tortious nature or otherwise) shall be governed by and interpreted in accordance with English Law and the parties submit to the exclusive jurisdiction of the English courts only except that TTS may seek injunctive relief outside such jurisdiction.