

## **GERRITSEN GROUP GENERAL TERMS AND CONDITIONS OF PURCHASE**

### **Article 1 Definitions & Interpretation**

#### **1.1 Definitions**

In these general terms and conditions the following definitions apply:

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

**DP Legislation:** means any and all applicable data protection legislation in force from time to time in the UK including the UK General Data Protection Regulation 2018, the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and any replacement legislation and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction;

**Fee:** The Fee for the goods and/or services provided by Supplier, owed to Supplier by Gerritsen;

**Gerritsen:** the private limited companies Gerritsen Group UK Ltd, Gerritsen Rentals UK Ltd, Gerritsen Logistics UK Ltd and Gerritsen Projects UK Ltd, registered and incorporated in England and Wales with the company registration number 10599025, 15263494, SC182968 and 04644515;

**Loss:** means actions, awards, charges, claims, compensation, costs, damages, demands, expenses, fees, fines, interest, liabilities, losses, penalties, proceedings and settlements, and Losses shall be construed accordingly;

**Offer:** The offer to provide goods and/or services as issued by Supplier at the request of Gerritsen, as described in article 3 of these Terms and Conditions;

**Order:** a contract for the purchase of goods and/or services as described in article 4 of these Terms and Conditions;

**Order Confirmation:** the document, acceptance of which has been signified by Supplier in which the PO or Offer (as the case may be) has been described by Gerritsen and which shall constitute the Order;

**Parties:** Gerritsen and Supplier;

**PO:** the purchase order issued by Gerritsen for the purchase of goods and/or services, further to receipt of the Offer;

**Supplier:** The contracting party supplying Gerritsen as set out in the Order;

**Terms and Conditions:** the provisions of these General Terms and Conditions of Purchase.

#### **1.2 Interpretation**

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following 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, description, definition, phrase or term preceding those terms.
- (e) Any reference to writing or written includes email.

### **Article 2 Applicability**

- 2.1 These Terms and Conditions apply to all Orders and are part of all agreements between Gerritsen as customer and Supplier, and apply to all (legal) acts of Gerritsen and Supplier in connection with such agreements.
- 2.2 The applicability of any different terms and conditions or provisions of Supplier is expressly rejected by Gerritsen.

### **Article 3 Offer**

- 3.1 An Offer is defined as a written offer issued by Supplier in writing, at the request of Gerritsen or otherwise. The Offer must in any case contain a description of the following:
  - (a) a description of the goods and/or services offered by Supplier;
  - (b) the fee for the goods/services offered;
  - (c) the name and registered place of business/location of Supplier.
- 3.2 Unless otherwise agreed by the Parties in writing Gerritsen shall not owe Supplier any costs in connection with the Offer issued by Supplier.
- 3.3 Unless otherwise agreed by the Parties in writing the Offer shall be irrevocable for a term of 6 weeks after the Offer has been received by Gerritsen.
- 3.4 Where Gerritsen:
  - (a) unequivocally accepts the position set out in the Offer it shall issue the Order Confirmation in the absence of any PO; or
  - (b) wishes to vary the position set out in the Offer in any respect, it shall issue a PO.

### **Article 4 Order**

- 4.1 An Order is defined as an agreement under which Supplier undertakes with Gerritsen to supply goods and/or provide services against payment of the Fee.

- 4.2 The Order shall be concluded at such time at which Gerritsen has issued and Supplier has signified its acceptance to the Order Confirmation, whether or not a PO has been issued. Supplier may signify its acceptance to the Order Confirmation by signing the same or commencing with supply of goods or provision of services.
- 4.3 In the event that the Order Confirmation is issued by Gerritsen after the term referred to in article 3.3 of these Terms and Conditions, or the Order Confirmation differs from the Offer, the Order shall be concluded in accordance with the Order Confirmation.

#### Article 5 Power of Attorney

- 5.1 The Order shall not include any mandate or power of attorney for the performance of any legal act on behalf of Gerritsen, unless otherwise agreed in the Order Confirmation in writing.
- 5.2 Powers of attorney or mandates may be given in connection with the Order. If those are given after acceptance of the Order by Gerritsen such powers of attorney or mandates shall be valid only after they have been confirmed in writing by Gerritsen, unless otherwise agreed in writing in the Order Confirmation.

#### Article 6 Performance of the Order

- 6.1 Supplier shall perform the Orders in accordance with these Terms and Conditions and the goods and services shall:
- conform in all material respects with their description and any applicable specification;
  - be free from material defects in design, material and workmanship;
  - be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);
  - be executed in a proper and skilful manner by appropriately qualified and experienced personnel; and
  - be fit for any purpose held out by Supplier.
- 6.2 Except with the prior written consent of Gerritsen, Supplier shall not sub-contract the supply of the goods and/or performance of the services during performance of the Order. When engaging third parties Supplier shall exercise due care. Irrespective of the engagement of third parties Supplier shall remain fully liable for the performance of the Order in accordance with article 6.1.
- 6.3 Supplier is obliged to declare all obligations resulting for Supplier from the Order, including these Terms and Conditions, applicable to all agreements concluded by Supplier with any third parties for the purpose of the Order.
- 6.4 If Supplier detects or expects any deficiencies in (the performance of) the Order, non-observance of any term or any other failure in the performance of the Order, it shall notify Gerritsen thereof in writing without delay.
- 6.5 Supplier is obliged to apply for any permits and/or exemptions that are required for the performance of the Order, at Supplier's risk and for Supplier's account.
- 6.6 Supplier shall provide any materials including tools and auxiliary materials necessary for performance of the Order. Such materials must meet the statutory (safety) regulations that apply at the time of performance of the Order.
- 6.7 Any goods and documentation made available to Supplier by Gerritsen for the purpose of preparation and performance of the Order shall remain the property of Gerritsen and may be used by Supplier only for the purpose of performance of the Order.
- 6.8 Any costs in connection with transport of goods for the purpose of performance of the Order, such as packaging, loading and unloading, shall be borne by Supplier. Supplier is obliged to take out adequate insurance against risks that may occur during transport.
- 6.9 Supplier shall be liable for damage to or loss of goods caused during loading, transport and/or unloading as well as for damage caused by improper packaging. Risk in the goods shall not pass to Gerritsen until they are in its possession at the delivery location.
- 6.10 Delivery of goods shall take place subject to the DDP "delivered duty paid" (Incoterms, 2020) delivery condition. The goods to be provided must be accompanied by a packing list. The packing list must state the order number of Gerritsen, as well as the article number, quantity (quantities) and description(s). In case of deliveries Supplier must use a separate packing list for each Order. Title to the goods shall pass to Gerritsen upon completion of delivery or where earlier, the date on which Gerritsen paid for the goods.
- 6.11 Supplier is responsible for removal of packaging and residual materials.
- 6.12 Supplier is obliged to keep a working area made available by Gerritsen clean and tidy. If Supplier needs to access a property for the purpose of performance of the Order, Supplier is obliged to leave this property clean and tidy. In addition to that Supplier shall take appropriate measures to prevent damage to working areas and properties which Supplier needs to access for the purpose of performance of the Order.
- 6.13 Supplier is obliged to take appropriate measures in connection with the Order to prevent damage to persons, goods and the environment.

#### Article 7 Integrity

- 7.1 In performing its obligations under the Order, Supplier agrees to comply fully, at its own expense, with any and all applicable laws and regulations of the United Kingdom (including but not limited to, the General Data Protection Regulation, the Data Protection Act 2018, the Criminal Finance Act 2017, the Bribery Act 2010, the Equality Act 2010 and the Modern Slavery Act 2015, as amended, extended or re-enacted from time to time, and all laws and regulations relating the supply of food products and associated services), and (where and to the extent that the same apply to its activities under these Terms) any other applicable local, international or foreign law or regulation, including (without limitation) import and export laws, restrictions, national security controls, regulations and anti-corruption legislation, and specifically, and Supplier shall not act in any manner that might constitute an offence under any of these relevant laws or regulations. Where and to the extent that Gerritsen notifies Supplier that the goods and/or services are to be used in or delivered to any country outside of the United Kingdom, reference to applicable laws shall be deemed to include those applying to that country. \

- 7.2 Gerritsen shall have the right to terminate the Order at any point in time by a written notice of termination, effective immediately, without being liable for any compensation, if Supplier breaches any of its obligations in article 7.1. Without prejudice to its other rights or remedies Gerritsen shall have the right to immediately terminate the Order without being liable for any costs, in case Supplier is or may become involved in any (other) way in any investigation into its integrity or its employees by or on behalf of public authorities.

#### Article 8 Term and termination of the Order

- 8.1 An Order may continue for a fixed or indefinite term.
- 8.2 An Order for an indefinite term will end by notice of termination. Each of the Parties has the right to terminate an Order. Unless otherwise agreed in writing termination of an Order for an indefinite term shall take place in writing subject to a 2-month term of notice.
- 8.3 An Order for a fixed term will end by expiry of the term for which the Order has been concluded or by completion of the Order.
- 8.4 Without prejudice to the provisions of the previous paragraphs of this article, either Party has the right to terminate the Order by written notice of termination if:
- (a) the other party commits a material breach of the terms of the Order and (if such a breach is remediable) fails to remedy that breach within five Business Days of receipt of notice in writing to do so; or
  - (b) the other party repeatedly or persistently breaches any of the terms of the Order in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Order; or
  - (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
  - (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
  - (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for its solvent amalgamation with one or more other companies or its solvent reconstruction;
  - (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen days;
  - (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
  - (h) the holder of a floating charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
  - (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in article 8.4(c) to 8.4(j) (inclusive);
  - (k) the other party suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business; or
  - (l) the other party's financial position deteriorates to such an extent that in the notifying party's opinion the other party's capability to adequately fulfil its obligations under the Order has been placed in jeopardy.
- 8.5 Any provision of these Terms and Conditions that expressly or by implication is intended to come into or continue in force on or after termination of an Order shall remain in full force and effect.
- 8.6 Termination of an Order, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.
- 8.7 On termination of this Order for any reason, where so required by Gerritsen, Supplier shall on receipt of payment, deliver to Gerritsen all goods and services whether or not complete, and return any equipment and materials, specifications to Gerritsen, failing of which Gerritsen may enter any relevant site(s) of Supplier and take possession of them. Supplier shall also delete any IT or software belonging to Gerritsen and any confidential information from its IT network and hardware systems.

#### Article 9 Approval of completed Order

- 9.1 An Order completed by Supplier shall be deemed accepted by Gerritsen if Gerritsen has informed Supplier of its approval in writing.
- 9.2 An approval as referred to in article 9.1 does not release Supplier from any liability for any failure in services provided or goods supplied, which failure reasonably could have been known to Gerritsen at the moment of acceptance.

#### Article 10 Inspections

- 10.1 Gerritsen has the right to have an independent party test any services (or part thereof) provided or goods (or part thereof) supplied, on the basis of the specifications agreed between the Parties and any statutory specifications. If such test shows that services (or part thereof) provided or goods (or part thereof) supplied by Supplier do not meet the specifications that have been agreed between the Parties or any statutory specifications, the cost incurred for performance of the test shall be borne by Supplier.

- 10.2 Supplier is obliged to cooperate in the tests referred to in article 10.1. At the request of Gerritsen, Supplier will make testing and measuring equipment available and provide staff support free of charge.

#### Article 11 Liquidated Damages

Without limiting Gerritsen's other rights or remedies, in the event of a default by Supplier, Supplier shall pay Gerritsen's as liquidated damages 1% of the overall Fee payable in accordance with article 12.1 for each day or part day's delay or default in the goods and/or services under this Order until the cessation of such delay or default (Liquidated Damages). The parties agree and acknowledge that the Liquidated Damages represent a true and genuine pre-estimate of Loss on the part of Gerritsen's.

#### Article 12 Fee and costs

- 12.1 If the Fee depends on the performance of the Order, the amount of the Fee or the basis for the calculation of the Fee will be specified in the Order Confirmation.
- 12.2 No extra or varied charges, (including but not limited to labour, materials, transportation, delivery, fluctuations in currency or exchange) shall be effective unless agreed in writing.
- 12.3 In case the nature of the agreement concluded differs from the Order, and no further arrangements have been made about the amount of the Fee in advance, Gerritsen shall owe the Fee that has been calculated in the customary way or – failing such calculation – the amount of the Fee as determined by Gerritsen on the basis of generally accepted criteria.
- 12.4 The Fee is exclusive of VAT.

#### Article 13 Payment

- 13.1 Unless otherwise agreed in writing in the Order Confirmation by the Parties, all amounts in invoices shall be expressed in GBP.
- 13.2 Invoices must be sent to the invoice address stated in the Order Confirmation. The Order number must be stated in all invoices.
- 13.3 Supplier is obliged to provide to Gerritsen, upon request of Gerritsen, a specification that shows what persons, where, on what days and during how many hours per day have been used for the performance of the Order.
- 13.4 All amounts charged to Gerritsen shall be paid within 60 days of receipt of the invoice by Gerritsen, provided always that this term does not commence until after Supplier has performed the Order. Time for payment shall not be of the essence.
- 13.5 If the Order has not been performed in time Supplier shall be in default, without a reminder or notice of default by Gerritsen being required. In that case Gerritsen shall have the right to suspend its obligations under the Order, without prejudice to its rights pursuant to the law.
- 13.6 In the event that Gerritsen has a claim against Supplier, the amount of such claim may be deducted from the amount which Gerritsen owes to Supplier.

#### Article 14 Taxes and national insurance contributions

- 14.1 Supplier is and shall at any time be liable for its obligations pursuant to tax and national insurance legislation, however named.
- 14.2 Supplier is obliged to provide to Gerritsen, upon request of Gerritsen, declarations that prove that Supplier has paid value added tax, wage tax, national insurance contributions and/or employee insurances and pensions in connection with the performance of the Order in full and in a timely manner.
- 14.3 If Supplier has not provided the statement as referred to in article 14.2 to Gerritsen within 1 month, Gerritsen shall have the right to suspend all payments to Supplier until Supplier has provided such statement.

#### Article 15 Transfer of rights and obligations

- 15.1 Unless after the prior written consent of Gerritsen, Supplier shall not be permitted to transfer any rights and obligations (or part thereof) under the Order, to any third parties. Gerritsen has the right to attach conditions to its consent.
- 15.2 In the event that Supplier transfers obligations (or part thereof) under the Order to a third party, Supplier will remain liable to Gerritsen for performance of the Order.

#### Article 16 Liability and indemnification

- 16.1 Nothing in these Terms and Conditions or otherwise forming part of an Order shall limit or exclude either party's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by:
    - (i) section 12 of the Sale of Goods Act 1979; or
    - (ii) section 2 of the Supply of Goods and Services Act 1982; or
  - (d) any matter in respect of which it would be unlawful to exclude or restrict liability.
- 16.2 Gerritsen shall under no circumstances whatsoever be liable to Supplier, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, for any:
- (a) loss of profit;
  - (b) loss of goodwill;

- (c) loss of business;
  - (d) loss of business opportunity;
  - (e) loss of anticipated saving;
  - (f) loss or corruption of data or information; or
  - (g) Losses of an indirect, special or consequential nature, that arises under, in connection with or otherwise arising out of the Order.
- 16.3 Gerritsen's total liability under the Order shall in no circumstances exceed the total Fee paid by Gerritsen to Supplier under the Order.
- 16.4 During the term of the Order and for a period of six years thereafter, Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Order. Supplier shall, at Gerritsen's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each of the requisite insurances.
- 16.5 Supplier shall indemnify Gerritsen, keep Gerritsen indemnified and hold Gerritsen harmless from and against any and all Losses whether in contract tort or breach of statutory duty (including, for the purposes of this article 16.5, loss of profit, loss of contract, loss of business opportunity and special, indirect and consequential Losses) suffered or incurred by Gerritsen arising under or in connection with:
- (a) any breach by Supplier, its agents, employees or permitted subcontractors of any of these Terms and Conditions or anything else forming part of the Order;
  - (b) (except in respect of any independent specification provided by Gerritsen) any infringement or alleged infringement of any third party Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the goods and/or services;
  - (c) any contract entered into by Gerritsen, the performance of which has been delayed or rendered impossible as a result of Supplier's breach of its obligations under the Order;
  - (d) in the event of delays, default or non-deliveries arising other than as a result of Gerritsen's negligence, any increase in the cost of labour or materials required to obtain the goods elsewhere and the cost of any other item which would not have been incurred but for such delay, default or non-delivery;
  - (e) any delays in production of the goods and/or services;
  - (f) any delays in delivery and/or collection of the goods and/or services;
  - (g) any loss or damage to any property, site, or equipment owned, managed or controlled by or which is the responsibility of Gerritsen, caused in any way by any act or omission of Supplier or by any third party for whom Supplier is responsible; and/or
  - (h) Supplier's negligence or misconduct.

#### Article 17 Potential Claims

Supplier shall notify Gerritsen immediately as soon as it reasonably becomes aware of any claim or potential claim of which Supplier or any third party may bring or exercise such claims and powers against Gerritsen.

#### Article 18 Confidentiality

- 18.1 A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain.
- 18.2 The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Order, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this article 18 as though they were a party to the Order.
- 18.3 The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
- 18.4 Without the prior written consent of Gerritsen Supplier is prohibited from communicating publicly about its involvement in a project of Gerritsen or its customer, for instance during meetings (such as conventions and symposiums) or by means of brochures or publications in newspapers, (technical) magazines, professional magazines, magazines intended for a wide audience, social media or otherwise. Conditions may be attached to any consent of Gerritsen.
- 18.5 This article 18 shall survive termination of the Order.

#### Article 19 Intellectual property

- 19.1 Supplier is obliged to inform Gerritsen without delay of any intellectual property rights that have arisen in connection with the Order. Upon request of Gerritsen Supplier shall transfer any and all intellectual property rights arisen in connection with the Order to Gerritsen with full right, title and interest, free from any third party interest.
- 19.2 Supplier is expressly prohibited from reproducing, disclosing or operating those products, including computer software, system designs, working methods, advice, models, techniques, instruments, (formats of) contracts and other such intellectual works of Gerritsen, all in the broadest sense, whether or not through any third parties, unless Supplier has obtained the prior written approval of Gerritsen. Supplier is permitted to reproduce documents for use in its own organization to the extent as appropriate for the purpose of the Order. In case of premature termination the above shall apply accordingly.



#### Article 20 Warranties, Undertakings and Guarantees

- 20.1 Supplier warrants, undertakes and guarantees that the goods supplied and services provided will be in accordance with the warranties in article 6.1.
- 20.2 Supplier warrants, undertakes and guarantees that the performance of the Order does not infringe any rights (including intellectual property rights) of third parties or is in any way unlawful to any third parties.
- 20.3 Supplier guarantees that no materials or processes are applied to the goods supplied and/or services provided that are deemed harmful or in contravention of English or other applicable law.
- 20.4 Supplier warrants that it has full clear and unencumbered title to the goods and all such items, and that it will have full and unrestricted rights to sell and transfer title to all such items in accordance with article 6.
- 20.5 Unless otherwise agreed by the Parties in the Order Confirmation in writing the warranty term is 2 years for the goods and/or services. This term will commence after the Order has been performed.

#### Article 21 The Anti-Money Laundering and Terrorist Legislation

- 21.1 By signing the Order Confirmation Supplier confirms that it is not or has not been involved in any way in money laundering and/or financing of terrorism including the Proceeds of Crime Act 2002 (POCA), the Terrorism Act 2000 and the Money Laundering Regulations 2019 ('Anti-Money Laundering and Terrorist Legislation').
- 21.2 During the term of the Order Supplier will refrain from any activities in violation of the Anti-Money Laundering and Terrorist Legislation.
- 21.3 Supplier is obliged to make available in a timely manner any relevant information that is reasonably required for Gerritsen in order to comply with its obligations pursuant to the Anti-Money Laundering and Terrorist Legislation'.

#### Article 22 Data Protection and Employee Status

##### Data Protection

- 22.1 The following definitions apply to this article 22:
  - (a) the terms data controller, data processor, data subject, and processing and data protection principles bear the respective meanings given them in DP Legislation;
  - (b) Personal Data includes personal data supplied for or on Gerritsen's behalf to Supplier under this Agreement; and
  - (c) Domestic Law means the law of the United Kingdom or a part of the United Kingdom.
- 22.3 Each party shall, in performing its obligations under the Order, comply with all applicable requirements of the DP Legislation and this article 22 is in addition to, and does not relieve, remove or replace either party's obligations or rights under the DP Legislation.
- 22.4 If Supplier processes any Personal Data when performing its obligations under the Order, the parties record their intention that Gerritsen shall be the data controller and Supplier shall be a data processor and in any such case:
  - (a) Gerritsen acknowledges and agrees that the Personal Data may be transferred or stored outside the UK in order to carry out Supplier's other obligations under the Order and that in doing so;
    - (i) Supplier shall provide appropriate safeguards in relation to the transfer;
    - (ii) the data subject has enforceable rights and effective legal remedies;
    - (iii) Supplier complies with its obligations under the DP Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
    - (iv) Supplier complies with reasonable instructions notified to it in advance by Gerritsen with respect to the processing of the Personal Data;
  - (b) Supplier shall process the Personal Data only in accordance with the terms of the Order and any lawful instructions reasonably given by Gerritsen from time to time;
  - (c) Supplier shall assist Gerritsen, at Gerritsen's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the DP Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - (d) Supplier notify Gerritsen without undue delay on becoming aware of a breach of Personal Data; and
  - (e) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data or its accidental loss, destruction or damage appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).
- 22.5 Supplier shall:
  - (a) only carry out processing of any of the Personal Data on Gerritsen's instructions;
  - (b) implement appropriate technical and organisational measures to protect any Personal Data against unauthorised or unlawful processing and accidental loss or damage; and
  - (c) only transfer the Personal Data to countries outside the UK that ensure an adequate level of protection for the rights of the data subject.
- 22.6 Supplier shall promptly and fully notify Gerritsen in writing of any notices in connection with the processing of any Personal Data, including subject access requests, and provide such information and assistance as Gerritsen may reasonably require.

#### Employee Status

- 22.7 At the request of Gerritsen, Supplier will complete, sign and provide weekly timesheets to Gerritsen. The timesheets will at least state: names, addresses and national insurance numbers of the employees, the hours worked by such employees, the description of the Order, the Order number and the type of work.
- 22.8 If requested by Gerritsen, Supplier will enable Gerritsen to verify the accuracy of the national insurance numbers and other information of the employees.
- 22.9 Supplier guarantees that:
- (a) all work assigned by Gerritsen will be carried out exclusively by its own employees;
  - (b) those employees (to the extent as applicable) possess the diplomas, permits and such required for the work they perform; and
  - (c) all employees, to the extent that they are foreign nationals (to the extent as applicable) possess the required work permit and other documentation showing that they are allowed to reside and perform work in the country required and directed by Gerritsen.
- 22.10 Supplier shall indemnify Gerritsen from and against any loss and/or other sanctions imposed on Gerritsen by or on behalf of any other competent authority in connection with any violation, alleged or established, of any legislation and/or regulations in connection with English law;
- 22.11 Supplier shall also indemnify Gerritsen from and against all costs, including costs of legal assistance to be incurred by Gerritsen in connection with any loss and/or other sanctions imposed on Gerritsen, or from any investigations instigated by or on behalf of the competent authority, to which Gerritsen is subjected on account of alleged or established violations by Supplier and/or Gerritsen;
- 22.12 Supplier shall ensure that Gerritsen is able to satisfy itself, for instance by means of identification of employees, that the persons engaged for the services are those listed in the weekly timesheets, are employed by Supplier and possess a work permit and such.

#### Article 23 Applicable law and disputes

- 23.1 The Order is governed by English law.
- 23.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Order or these terms or its subject matter or formation (including non-contractual disputes or claims). The courts of Gerritsen's place of residence shall have exclusive jurisdiction.

#### Article 24 Miscellaneous

- 24.1 Notices
- (a) Any notice or other communication given to a party under or in connection with the Order shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this article, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service or commercial courier.
  - (b) A notice or other communication shall be deemed to have been received, if:
    - (i) delivered personally, when left at the address referred to in article 24.1.1
    - (ii) sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
    - (iii) delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
  - (c) The provisions of this article shall not apply to the service of any proceedings or other documents in any legal action.
- 24.2 Severance
- If any provision or part-provision of the Order is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this article shall not affect the validity and enforceability of the rest of the Order.
- 24.3 Waiver
- A waiver of any right or remedy under the Order or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Order or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 24.4 No Partnership or Agency
- Nothing in the Order is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 24.5 No Relationship of Employer and Employee
- Nothing in the Order is intended to, or shall be deemed to, establish any relationship of employer and employee between the parties.
- 24.6 Third Parties
- A person who is not a party to the Order shall not have any rights to enforce its terms as though it were a party to it and the provisions of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded to the fullest extent permitted by law.