

TERMS AND CONDITIONS OF SALE FOR BUSINESS CUSTOMERS

The Purchaser's attention is drawn to Conditions: 3.7, 4.4, 4.5, 4.8 and 9.

If you are a business customer, these Conditions (together with the documents referred to herein) apply to each Contract in respect of the sale of Goods and/or Services supplied by Global to you as a Purchaser. If you are a consumer looking to purchase Goods and/or Services for your own personal use then please follow the link to our terms and conditions relevant to you [LINK].

Please read these Conditions carefully before placing an Order. By placing an Order you agree to be bound by these Conditions. If you do not accept these Conditions then you will not be able to make an Order.

You should keep a copy of these Conditions for future reference. Global reserves the right to modify these Conditions from time to time (see clause 12.7).

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions: the terms and conditions set out in this document (together with any documents referred to in it) as amended from time to time by Global.

Contract: the contract between Global and the Purchaser for the sale and purchase of the Goods and/or Services in accordance with these Conditions.

Data Controller: has the meaning set out in the Data Protection Legislation.

Data Processor: has the meaning set out in the Data Protection Legislation.

Data Protection Legislation: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation (EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

Data Subject: an individual who is the subject of Personal Data.

Force Majeure Event: has the meaning given in clause 11.

Global: Global Invacom Limited (registered in England and Wales with company number 02319127) whose registered office is at First Floor, Freeman House, John Roberts Business Park, Pean Hill, Whitstable, Kent, CT5 3BJ and registered VAT number GB594765678.

Goods: the goods (or any part of them) set out in the Order.

Order: the Purchaser's order for the Goods and/or Services, as set out in the Purchaser's purchase order form.

Personal Data: has the meaning set out in the Data Protection Legislation and relates only to personal data, or any part of such personal data, in respect of which the Purchaser is the Data Controller and in relation to which Global is providing Goods and/or Services under the Contract.

Purchaser: the person, firm or company who purchases the Goods and/or Services from Global.

Purchaser's Carrier: has the meaning given in clause 3.4.

Services: the services set out in the Order.

Specification: any specification for the Goods and/or Services, including any related plans and drawings, that is supplied to Global by the Purchaser, or produced by Global and agreed in writing by the Purchaser.

Websites: Global's websites: <http://www.globalinvacom.com> and <http://www.gionlineshop.com>.

1.2 Construction. In these Conditions, the following rules apply:

(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 or permitted assigns.

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

(d) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

(e) A reference to **writing** or **written** includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Purchaser seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 A quotation for any Goods and/or Services provided by Global, together with these Conditions, shall constitute the terms upon which the Goods and/or Services are to be sold to the Purchaser but shall not constitute an offer from Global to the Purchaser. A quotation shall only be valid for a period of 20 Business Days from its date of issue unless withdrawn by Global. Any items quoted ex-stock are subject to prior sale.

2.3 The Order constitutes an offer by the Purchaser to purchase the Goods and/or Services in accordance with these Conditions. The Purchaser shall ensure that the terms of the Order and any relevant Specification are complete and accurate.

2.4 The Order shall only be deemed to be accepted when Global issues a written acceptance of the Order, at which point the Contract shall come into existence. The Purchaser shall have no right to cancel an Order or reschedule delivery, other than provided for in Clause 3 below, unless agreed otherwise in writing by Global.

2.5 The Contract constitutes the entire agreement between the parties. The Purchaser acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Global which is not set out in the Contract. Any samples, drawings, descriptive matter including prices, or advertising issued by Global and any descriptions or illustrations contained in Global's catalogues or brochures or on Global's website are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They shall not form part of the Contract or any other contract between Global and the Purchaser for the sale of the Goods and/or Services.

3. DELIVERY

3.1 Global shall ensure that:

(a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, relevant Purchaser and Global's reference numbers, the type and quantity of the Goods (and the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

(b) if Global requires the Purchaser to return any packaging materials to Global, that fact is clearly stated on the delivery note. The Purchaser shall make any such packaging materials available for collection at such times as Global shall reasonably request. Returns of packaging materials shall be at Global's expense.

3.2 Global shall deliver the Goods to or provide the Services at the location set out in the Order or such other location as the parties may agree in writing (**Delivery Location**) at any time after Global notifies the Purchaser that the Goods and/or Services are available.

3.3 Subject to clause 3.4, unless otherwise agreed between the parties, delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location or in the case of Services on completion of the provision of such Services.

3.4 Alternatively and if agreed by the parties, the Purchaser may organise collection of the Goods from Global's premises and onward transportation of the Goods. The Purchaser must inform Global of this intention on the Order. The Purchaser's nominated carrier (**Purchaser's Carrier**) shall be deemed to be the Purchaser's agent. Delivery shall be completed on the completion of the loading of the Goods onto the Purchaser's Carrier's vehicle at Global's premises. The Purchaser shall be responsible for ensuring the Goods are insured and Global shall have no liability in relation to any damage to the Goods whilst in the Purchaser's Carrier's possession.

3.5 Any dates quoted for delivery of the Goods and/or the provision of Services are approximate only, and the time of delivery is not of the essence. Estimated lead times quoted shall date from receipt and acceptance by Global of an Order. Global shall not be liable for any delay in delivery of the Goods and/or Services that is caused by a Force Majeure event or the Purchaser's failure to provide Global with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods and/or Services.

3.6 If Global fails to deliver the Goods or provide the Services, its liability shall be limited to the costs and expenses incurred by the Purchaser in obtaining replacement goods or Services of similar description and quality in the cheapest market available, less the price of the Goods and/or Services (as applicable).

3.7 Global shall have no liability for any failure to deliver the Goods and/or Services to the extent that such failure is caused by a Force Majeure Event or the Purchaser's failure to provide Global with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods and/or Services.

3.8 If the Purchaser fails to take delivery of the Goods within 3 Business Days of Global notifying the Purchaser that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or Global's failure to comply with its obligations under the Contract:

(a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which Global notified the Purchaser that the Goods were ready; and

(b) Global shall store the Goods until delivery takes place, and charge the Purchaser for all related costs and expenses (including labour, materials, overheads, storage and insurance) in respect of which the Purchaser shall indemnify Global.

3.9 If within 10 Business Days after Global notified the Purchaser that the Goods were ready for delivery the Purchaser has not taken delivery of them, Global may resell or otherwise dispose of part or all of the Goods and, after deducting

reasonable storage and selling costs, account to the Purchaser for any excess over the price of the Goods or charge the Purchaser for any shortfall below the price of the Goods.

3.10 The Purchaser shall not be entitled to reject the Goods if Global delivers up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Purchaser that the wrong quantity of Goods was delivered. The Purchaser must notify Global of any shortage/surplus in writing within seven days of the date of delivery.

3.11 Global may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Purchaser to cancel any other instalment.

4. QUALITY OF GOODS

4.1 Global warrants that on manufacture, and for a period of 60 months from the date of manufacturer in respect of DBS LNBS and 12 months from the date of manufacture in respect of all other products (**warranty period**), the Goods shall:

(a) conform in all material respects with their description and any applicable Specification;

(b) be free from material defects in design, material and workmanship; and

(c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

4.2 Subject to clause 4.3, if:

(a) the Purchaser gives notice in writing to Global (and carrier if there has been damage in transit) during the relevant warranty period within five Business Days of delivery that some or all of the Goods do not comply with the warranty set out in clause 4.1; and

(b) Global is given a reasonable opportunity of examining such Goods; and

(c) the Purchaser (if asked to do so by Global) returns such Goods to Global's place of business at Global's cost, quoting the return materials authorisation number obtained from Global prior to the return of the Goods,

Global shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

4.3 Global shall not be liable for Goods' failure to comply with the warranty set out in clause 4.1 if:

(a) the Purchaser fails to notify Global in accordance with clause 4.2(a); or

(b) the Purchaser makes any further use of such Goods after giving notice in accordance with clause 4.2; or

(c) the defect arises because the Purchaser failed to follow Global's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice; or

(d) the defect arises as a result of Global following any drawing, design or specification supplied by the Purchaser; or

(e) the Purchaser alters or repairs such Goods without the written consent of Global; or

(f) the defect arises as a result of damage incurred during transportation which is effected by the Purchaser's Carrier; or

(g) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

(h) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory and regulatory standards.

4.4 Except as provided in this clause 4, Global shall have no liability to the Purchaser in respect of the Goods' failure to comply with the warranty set out in clause 4.1.

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

4.6 These Conditions shall apply to any repaired or replacement Goods supplied by Global.

4.7 Global reserves the right to charge the Purchaser for the transportation, testing and/or refurbishing of any units/Goods returned and subsequently deemed to be either no default found or found to be out of warranty.

4.8 Global gives no condition or warranty that Goods are suitable for a particular purpose. The Purchaser must satisfy itself in this respect and be solely responsible that the Goods are suitable for its requirements. Any suggestions or recommendations given by Global do not amount to a representation, condition or warranty.

5. TITLE AND RISK

5.1 The risk in the Goods shall pass to the Purchaser on completion of delivery.

5.2 Title to the Goods shall not pass to the Purchaser until Global has received payment in full (in cash or cleared funds) for:

(a) the Goods; and

(b) all other sums which are or which become due to Global for sales of the Goods or any other products to the Purchaser.

5.3 Until title to the Goods has passed to the Purchaser, the Purchaser shall:

(a) hold the Goods on a fiduciary basis as Global's bailee;

(b) store the Goods separately from all other goods held by the Purchaser so that they remain readily identifiable as Global's property;

(c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

(e) notify Global immediately if it becomes subject to any of the events listed in clause 8.2; and

(f) give Global such information relating to the Goods as Global may require from time to time.

5.4 Subject to clause 5.5, the Purchaser may resell or use the Goods in the ordinary course of business (but not otherwise) before Global receives payment, but if the Purchaser resells the Goods, title to the Goods shall pass from Global to the Purchaser immediately before the time of the resale.

5.5 If before title to the Goods passes to the Purchaser the Purchaser becomes subject to any of the events listed in clause 8.2, or Global reasonably believes that any such event is about to happen and notifies the Purchaser accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy Global may have, Global may at any time require the Purchaser to deliver up the Goods and, if the Purchaser fails to do so promptly, enter any premises of the Purchaser or of any third party where the Goods are stored in order to inspect and mark and/or recover them.

5.6 This clause 5 shall survive termination only to the extent it relates to Global's rights. The Purchaser shall have no rights under this clause following termination.

6. SUPPLY OF SERVICES

6.1 Global shall supply Services to the Purchaser in accordance with any Specification as detailed in the Order in all material respects.

6.2 Global reserves the right to amend any Specification if necessary to comply with applicable law or regulatory requirements, and if the amendment will materially affect the nature or quality of the Services, Global shall notify the Purchaser as soon as reasonably practicable.

6.3 Global warrants to the Purchaser that the Services will be provided using reasonable care and skill.

6.4 If Global is providing personnel to the Purchaser to carry out such Services, Global reserves the right to substitute such personnel (provided the substitution has, in Global's opinion, the necessary qualifications or experience to carry out the Services). Nothing in these Conditions shall create a contract between the Purchaser and personnel supplied by Global.

6.5 The Purchaser shall:

(a) co-operate with Global in all matters relating to Services;

(b) provide Global with such access, facilities, information and materials as Global may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

(c) obtain and maintain any necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

(d) comply with all applicable laws, including health and safety laws;

(e) keep all materials, equipment and other property of Global or its personnel at the Purchaser's premises in safe custody at its own risk, maintain any such items in good condition, and not dispose of or use any such items other than in accordance with Global's written instructions or authorisation.

7. PRICE AND PAYMENT

7.1 The price of the Goods and/or Services shall be the price set out in the Order, or, if no price is quoted, the price set out in Global's published price list in force as at the date of delivery. Such prices shall be ex-works UK in GBP unless otherwise stated. Volume price quotations are only applicable to the quantities offered.

7.2 Global may, by giving notice to the Purchaser at any time up to 20 Business Days before delivery, increase the price of the Goods and/or Services to reflect any increase in the cost of the Goods and/or Services that is due to:

(a) any factor beyond Global's control (including without limitation foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(b) any request by the Purchaser to change the delivery date(s), Delivery Location, extent of the Services, quantities or types of Goods ordered, or the Specification; or

(c) any delay caused by any instructions of the Purchaser or failure of the Purchaser to give Global adequate or accurate information or instructions.

7.3 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods (including courier fees), which shall be paid by the Purchaser when it pays for the Goods.

7.4 The price of the Goods is exclusive of amounts in respect of value added tax (**VAT**) or any other tax or duty thereon. The Purchaser shall, on receipt of a valid VAT invoice from Global, pay to Global such additional amounts in respect of VAT, tax or duty as are chargeable on the supply of the Goods at the prevailing rate.

7.5 The written acknowledgement of the Order shall state when the Purchaser is to pay for the Goods and/or Services, otherwise payment of all sums due under the Contract shall be made in full and in cleared funds within 30 days of the date of the Contract. Payment shall be made to the bank account nominated in writing by Global. Time of payment is of the essence. The Purchaser shall be responsible for paying any charges levied by its bank.

7.6 Goods shall be paid for in advance of delivery or, if deferred terms have been agreed, the Purchaser shall pay the invoice (in respect of the Goods or instalment thereof if applicable) in full and in cleared funds within 30 days of the date of the invoice.

7.7 If the Purchaser fails to make any payment due to Global under the Contract by the due date for payment (**due date**), then the Purchaser shall pay interest on the overdue amount at the rate of

4% per annum above the Bank of England's base lending rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Purchaser shall pay the interest together with the overdue amount. Global reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

7.8 The Purchaser shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Purchaser shall not be entitled to assert any credit, set-off or counterclaim against Global in order to justify withholding payment of any such amount in whole or in part. Global may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Purchaser against any amount payable by Global to the Purchaser.

7.9 Global reserves the right to charge the Purchaser on a full indemnity basis for any legal and/or administrative or bank costs that it incurs in agreeing to any letters of credit or in attempting to recover or recovering any monies due under the Contract.

7.10 Global may suspend delivery of the Goods and/or Services, or terminate the Contract in respect of any undelivered Goods and/or Services in the event that the Purchaser fails to pay any sum due to Global by the due date.

8. TERMINATION

8.1 If any of the events listed in clause 8.2 occur, or Global reasonably believes that the Purchaser is about to become subject to any of them and notifies the Purchaser accordingly, then, without limiting any other right or remedy available to Global, Global may cancel or suspend all further deliveries under the Contract or under any other contract between the Purchaser and Global without incurring any liability to the Purchaser.

8.2 For the purposes of clause 8.1, the relevant events are:

(a) the Purchaser commits a material breach of any terms of the Contract which is not remedied within 5 days after receipt of notice in writing to do so; or

(b) the Purchaser 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) 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; or

(c) the Purchaser 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; or

(d) (being an individual) the Purchaser is the subject of a bankruptcy petition or order; or

(e) a creditor or encumbrancer of the Purchaser 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 14 days; or

(f) (being a company) 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 Purchaser; or

(g) (being a company) a floating charge holder over the assets of the Purchaser has become entitled to appoint or has appointed an administrative receiver; or

(h) a person becomes entitled to appoint a receiver over the assets of the Purchaser or a receiver is appointed over the assets of the Purchaser; or

(i) any event occurs, or proceedings are taken, with respect to the Purchaser in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.2(a) to clause 8.2(h) (inclusive); or

(j) the Purchaser suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; or

(k) (being an individual) the Purchaser dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

8.3 Global may terminate the Contract at any time upon giving to the Purchaser not less than one month's notice.

8.4 Upon termination, all outstanding sums payable by the Purchaser to Global under the Contract or any other contract between the Purchaser and Global shall become immediately due and the Purchaser shall return any materials, equipment and property owned by Global or its personnel to Global or terminate the Contract immediately within 7 days of termination.

9. LIMITATION OF LIABILITY

9.1 Nothing in these Conditions shall limit or exclude Global'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; or

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

(d) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1979;

(e) defective products under the Consumer Protection Act 1987; or

(f) any matter in respect of which it would be unlawful for Global to exclude or restrict liability.

9.2 Subject to clause 9.1, Global shall not be liable to the Purchaser, whether in contract, tort

(including negligence), breach of statutory duty, or otherwise, for:

(a) any loss of profit; or

(b) loss of sales or business; or

(c) loss of agreements or contracts; or

(d) loss of use or corruption of software, data or information; or

(e) loss of or damage to goodwill; or

(f) any losses that may result from a deliberate breach of the Contract by Global, its employees, agents or subcontractors; or

(g) any indirect or consequential loss.

9.3 Subject to clause 9.1, Global's total liability to the Purchaser in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by a deliberate breach of the Contract by Global, its employees, agents or subcontractors, shall not exceed the price paid in respect of the Goods and/or Services (to the exclusion of any other payments that may be due from the Purchaser to Global under the Contract).

9.4 The terms implied by sections 13 to 15 of the Sales of Goods Act 1979 (except for the operation of clause 4.1(c)) and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

9.5 This clause 9 shall survive termination of the Contract.

10. DATA PROTECTION AND DATA PROCESSING

10.1 The Purchaser and Global acknowledge that for the purposes of the Data Protection Legislation, the Purchaser is the Data Controller and Global is the Data Processor in respect of any Personal Data.

10.2 The Purchaser acknowledges that Global is reliant on the Purchaser (i) to have the necessary and appropriate consents and notices in place to enable lawful transfer of the Personal Data to Global for the purpose of the Contract; and (ii) for direction as to the extent to which Global is entitled to use and process the Personal Data. Consequently, Global will not be liable for any claim brought by a Data Subject arising from any use, action or omission by Global in respect of the Personal Data, to the extent that such use, action or omission resulted directly from the Purchaser's instructions or failure to get the consent of the Data Subject.

10.3 Global will use the Personal Data given by the Purchaser to:

(a) supply the Goods and/or Services;

(b) deal with accounting matters such as credit checks and processing payments;

(c) give information to the Purchaser about the Goods and/or Services; and

(d) give information about other products and/or services that Global or a member of its group

provides if it has a legitimate basis for doing so or the Purchaser has opted in to receive such information (but the Purchaser may stop receiving this at any time by contacting Global).

10.4 The Purchaser consents to Global appointing a third party to process the Personal Data provided that the third party's contract is on terms which are substantially the same as those set out in this agreement as regards Data Protection.

10.5 Each party warrants to the other that it will:

(a) process the Personal Data in compliance with all applicable laws including the Data Protection Legislation and have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of, or accidental loss or destruction of or damage to such Personal Data 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);

(b) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

(c) not transfer any Personal Data outside of the European Economic Area unless the following conditions are fulfilled:

(i) appropriate safeguards have been provided in relation to the transfer;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) an adequate level of protection is provided to any Personal Data that is transferred;

(d) notify the other of, and assist with (if applicable), in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(e) notify the other without undue delay on becoming aware of a Personal Data breach;

(f) delete or return Personal Data and copies thereof supplied on termination of the agreement unless required by law or for a legitimate basis to store the Personal Data; and

(g) use reasonable endeavours to maintain complete and accurate records and information to demonstrate its compliance with this clause 10.5.

10.6 Global will hold and process Personal Data in accordance with its privacy policy, a copy of which is available on its website.

11. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

12. GENERAL

12.1 Assignment and subcontracting.

(a) Global may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

(b) The Purchaser may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Global.

12.2 Notices.

(a) Any notice or other communication given to a party under or in connection with the Contract 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 clause, and shall be delivered personally, sent by pre-paid first-class post, recorded delivery, or email.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2(a); if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or, if sent by email, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12.3 Severance. If any provision or part-provision of the Contract 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, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

12.4 Waiver. A waiver of any right or remedy under the Contract 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 Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

12.5 No partnership. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

12.6 Third party rights. A person who is not a party to the Contract shall not have any rights under or in connection with it.

12.7 Variation. Any variation to the Contract shall be in writing and signed on behalf of each party save that Global shall be able to amend the Conditions upon giving to the Purchaser not less than one month's notice.

12.8 Governing law and jurisdiction. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.

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