

## CONDITIONS FOR SALE OF GOODS

These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order confirmation of order or similar document.

### 1. DEFINITIONS

1.1 In these Conditions:

<b>"Business Day"</b>	a day, other than a Saturday, Sunday or a public holiday in England, when Banks in London are open for business
<b>"Buyer"</b>	means any individual, entity, organisation who buys Goods from the Seller.
<b>"Conditions"</b>	means the terms and conditions of sale set out in this document and any special terms and conditions agreed in Writing by the Seller.
<b>"Contract"</b>	means the contract for the sale of Goods.
<b>"Data Protection Legislation"</b>	means Data Protection Act 2018.
<b>"Delivery date"</b>	means the date specified by the Seller when the Goods are to be delivered.
<b>"Deposit"</b>	A deposit payable by the Buyer, with the figure to be set by the Seller.
<b>"EEA"</b>	The European Economic Area
<b>"Goods"</b>	means any such goods supplied to the Buyer by the Seller pursuant to or in connection with these Conditions.
<b>"Intellectual Property Rights"</b>	"means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;
<b>"Legislation"</b>	means the Conditions of this Contract will automatically include the relevant legislative pieces including but not limited to The Sale of Goods Act 1979.
<b>"Parties"</b>	means the parties subject to this Contract;
<b>"Price"</b>	means the price set out in the list of prices of the Goods maintained by the Seller as amended from time to time or such other price as the Parties may agree in Writing. Any reference made by a representative of the Seller of "ex works" refers to this definition of Price i.e. all Goods are subject to delivery, packaging and insurance costs and are to be agreed between the parties, on the Seller's terms and conditions.
<b>"Seller"</b>	means Promo International Limited, of 10 Orwell Court, Wickford Business Park Wickford, SS11 8YJ, UK.
<b>"Writing"</b>	includes telex, cable, facsimile transmission and comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 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 the Seller.

2.2 The Seller reserves the right by reasonable notice to the Buyer to vary the Goods 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 Buyer upon ordering the Goods.

2.4 Any variation sought by the Buyer must liaise with someone within the Seller who is at a managerial level. If the Buyer does not adhere to this term then

the variation, subject to clause 2.1, will not be binding.

### 3. GENERAL

3.1 These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may seek to apply under any purchase order, order confirmation or similar document.

3.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.

3.3 Any variation to these Conditions (including any special terms and conditions agreed between the Parties including without limitation as to discounts) shall be inapplicable unless agreed in Writing by the Seller.

3.4 Any advice, recommendation or representation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods or otherwise which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and, accordingly, the Seller shall not be liable for any such advice, recommendation or representation which is not so confirmed.

3.5 Nothing in these Conditions shall effect the statutory rights of any Buyer dealing as a consumer.

3.6 The Seller has the right to assign any and all of the monies owed by the Buyer at any given time, without giving notice to the Buyer.

3.7 In making an order the Buyer hereby acknowledges that the Seller incurs reasonable expenses to ensure it is able to produce the Goods. In order for the Buyer to avoid the costs, should the Buyer want to cancel their order, and to avoid the Seller enforcing clause 29.6 of this agreement, the Buyer must notify the Seller, in Writing, of its cancellation within 48 hours from when the order was made.

3.8 Once a quote is given to the Buyer, from the Seller, the quote is valid for 30 days from the date the quote is received. The Buyer hereby accepts that the terms and conditions of the Seller as stated herein is accepted during the quotation period and when the quotation is accepted.

3.9 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent by law.

### 4. PRICE AND PAYMENT

4.1 Payment of the Price is strictly cash with order unless a credit account has been established with the Seller in which event payment of the Price is due 30 days following the date of invoice.

4.2 If requested by the Seller, the Buyer will pay a Deposit, upon making an order for Goods – payment for the Deposit will be due immediately.

4.3 The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due, interest to accrue from day to day until the date of payment at a rate of 8% per annum above the base rate of the Bank of England from time to time.

4.4 The Seller reserves the right to grant, refuse restrict, cancel or alter credit terms at its sole discretion at any time.

4.5 If payment of the Price or any part thereof is not made by the due date, the Seller shall be entitled to:

4.5.1 require payment in advance of delivery in relation to any Goods not previously delivered;

4.5.2 refuse to make delivery of any undelivered Goods whether ordered under the contract or not and without incurring any liability whatever to the Buyer for non-delivery any delay in delivery;

4.5.3 appropriate any payment made by the Buyer to such of the Goods (or Goods supplied under any other contract) as the Seller may think fit;

4.5.4 terminate the contract.

4.6 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the

costs to the Seller which is due to any factor beyond control of the Seller (e.g. currency fluctuation).

### 5. VAT

5.1 The purchase price and the contents price are exclusive of any value added tax.

5.2 All other sums made payable by the Contract are exclusive of any value added tax and where a supply is made which is chargeable to value added tax, the recipient of the supply is to pay the supplier in addition to any other amounts payable under the Contract (a sum equal to the value added tax chargeable on that supply).

### 6. DESCRIPTION & QUALITY

6.1 Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into the contract.

6.2 The Goods supplied to the Buyer, by the Seller, under this agreement shall:

6.2.1 conform to the specifications described by the Seller

6.2.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for purpose held out by the Seller.

6.2.3 comply with all applicable statutory, regulatory and health requirements

### 7. SAMPLE

Where a sample of the Goods is shown to and inspected by the Buyer, the parties hereto accept that such a sample is so shown and inspected for the sole purpose of enabling the Buyer to judge for itself the quality of the bulk, and not so far as to constitute a sale by sample.

### 8. DELIVERY

8.1 Unless otherwise agreed in Writing, delivery of the Goods shall take place at the address specified by the Buyer on the date specified by the Seller. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

8.2 The date of delivery specified by the Seller is an estimate only. Time for delivery shall not be of the essence of the contract and while every reasonable effort will be made to comply with such dates compliance is not guaranteed and the Buyer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery date stated.

8.3 If the Seller is unable to deliver the Goods for reasons beyond its control, then the Seller shall be entitled to place the Goods in storage until such time as delivery may be effected and the Buyer shall be liable for any expense associated with such storage.

8.4 If the Buyer fails to accept delivery of Goods on the delivery date or within 3 days of notification that they are ready for despatch whether prior to or after the delivery date the Seller reserves the right to invoice the Goods to the Buyer and charge him therefore. In addition, the Buyer shall then pay reasonable storage charges or demurrage as appropriate in the circumstances until the Goods are either despatched to the Buyer or disposed of elsewhere.

8.5 The Seller shall be entitled to deliver the Goods by instalments and where the Goods are so delivered, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat any other related contract as repudiated.

8.6 Where the Buyer requires delivery of the Goods by instalments, rescheduling requires the Seller's written agreement and will not be possible unless at least 3 month's written notice is provided and so agreed. Each delivery shall constitute a separate contract and failure by the Buyer to pay the Price in respect of any instalment shall entitle the Seller to treat any other related contract as repudiated in addition to any other rights of the Seller pursuant to these Conditions.

8.7 Notwithstanding that the Seller may have delayed or failed to deliver the Goods (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall

<p>be tendered at any time within 3 months of the delivery date.</p>	<p>its business but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.</p>	<p>13.1.3 the Buyer notifying the Seller in Writing immediately upon the defect becoming apparent;</p>
<p>8.8 The Buyer shall accept sole responsibility of the disposable of any palettes that arrive with the Goods.</p>		<p>13.1.4 the fitness of the Goods for any purpose whatsoever.</p>
<p><b>9. ACCEPTANCE</b></p>		<p>13.2 No liability of any nature shall be accepted by the Seller to the Buyer in respect of any express term of this Contract where such term relates in any way to:</p>
<p>9.1 The Seller is a distributor of Goods and the Buyer is exclusively responsible for detailing the specification of the Goods, for ascertaining the use to which they will be put and for determining their ability to function for that purpose.</p>	<p>10.5 Until such time as the property in the Goods passes to the Buyer (and provided that the Goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and if the Buyer fails to do so forthwith to enter upon any premises of the Buyer or of any third party where the Goods are stored and repossess the Goods.</p>	<p>13.2.1 the correspondence of the Goods with any description;</p>
<p>9.2 The Buyer may reject Goods delivered to it that do not comply with clause 6.2, provided that:</p>		<p>13.2.2 the quality of the Goods; or</p>
<p>9.2.1 notice of rejection is given to the Seller;</p>		<p>13.2.3 the fitness of the Goods for any purpose whatsoever.</p>
<p>9.2.1.1 in the case of a defect that is apparent on normal visual inspection, with 3 Business Days of the Delivery Date;</p>	<p>10.6 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.</p>	<p>13.3 Except where the Buyer deals as a consumer all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are hereby excluded from the contract to the fullest extent permitted by law.</p>
<p>9.2.1.2 in the case of a latent defect, within a reasonable time of the latent defect having become apparent; and</p>	<p>10.7 The Seller shall be entitled to recover the Price notwithstanding that property in any of the Goods has not passed from the Seller.</p>	<p>13.4 For the avoidance of doubt the Seller will not accept any claim for consequential or financial loss of any kind however caused.</p>
<p>9.2.2 none of the events listed in clause 9.4 apply</p>		
<p>9.3 If the Buyer fails to give notice of rejection in accordance with clause 9.2, it shall be deemed to have accepted these Goods</p>	<p><b>11. INSOLVENCY OF BUYER</b></p>	<p><b>14. LIMITATION OF LIABILITY</b></p>
<p>9.4 The Seller shall not be liable for a Goods' failure to comply with the warranty set out in 6.2, in any of the following events:</p>	<p>11.1 If the Buyer fails to make payment for the Goods in accordance with the contract of sale or commits any other breach of this Contract or if any distress or execution shall be levied upon any of the Buyer's property or the Goods or if the Buyer offers to make any arrangement with its creditors or commits an act of bankruptcy or if any petition in bankruptcy is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented of if a receiver, administrator administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets or if the Buyer shall suffer any analogous proceedings under foreign law or if any such matter as provided for in this Condition 11 is reasonably apprehended by the Seller all sums outstanding in respect of the Goods shall become payable immediately.</p>	<p>14.1 Where any court or arbitrator determines that any part of Condition 13 above is, for whatever reason, unenforceable, the Seller shall be liable for all loss or damage suffered by the Buyer but in an amount not exceeding the Price.</p>
<p>9.4.1. the Buyer makes any further use of those Goods after giving notice in accordance with clause 9.2</p>		<p>14.2 Nothing contained in these Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's negligence or that of its employees or agents.</p>
<p>9.4.2 the defect arises because the Buyer failed to follow the Seller's oral or written instructions for the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same</p>		<p><b>15. INTELLECTUAL PROPERTY RIGHTS</b></p>
<p>9.4.3. the defects arises as a result of the supplier following any drawing, design or specification supplied by the Buyer</p>		<p>15.1 Where any Goods supplied by the Seller embody, include or contain computer program(s) and/or related documentation the copyright in which is owned by a third party, all rights and liabilities associated with the use and/or reproduction thereof will be subject to the terms of the applicable end user licence, to the exclusion of all liabilities and obligations on the Seller part.</p>
<p>9.4.4 the Buyer alters or repairs those Goods without the written consent supplied by the Seller</p>	<p>11.2 The Seller may in the circumstances set out in Condition 11.1 above also, in its absolute discretion, and without prejudice to any other rights which it may have, exercise any of its rights pursuant to Condition 10 above.</p>	<p>15.2 The Buyer will indemnify the Seller against all liabilities for infringement of third party intellectual property rights arising from our compliance with the Buyer's specific requirements regarding design or specification for the Goods or arising from the use of the Goods in combination with other products.</p>
<p>9.4.5 the defects arises as a result of fair wear and tear wilful damage, negligence, or abnormal storage or working conditions; or</p>	<p><b>12. WARRANTY</b></p>	<p>15.3 In the event that all the Goods or the use thereof (subject as aforesaid) are held to constitute an infringement of any intellectual property rights and the use is thereby prevented, the will at its own expense and option either procure for the Buyer the right to continue using the Goods or replace the same with a non-infringing product, or modify the Goods so that they become non-infringing, or may elect to retake possession of the Goods and refund the Price. Subject to the foregoing, the Seller shall be under no liability to the Buyer for any loss, damage or enquiry, whether direct or indirect, resulting from any intellectual property right infringement of the Goods.</p>
<p>9.4.6 the Goods differ from their description or the specification as a result of change made to ensure they comply with applicable statutory or regulatory requirements</p>	<p>12.1 Where the Goods are found to be defective, the Seller shall replace defective Goods free of charge within the manufacturer's warranty period if acceptable from the date of delivery, subject to the following conditions:</p>	<p>15.4 All Intellectual Property Rights produced from or arising as a result of the performance of any contract shall, so far as not already vested, become the absolute property of the Seller, and the Buyer shall do all that is reasonably necessary to ensure that such rights vest in the Seller by the execution of appropriate instruments or the making of agreements with third parties.</p>
<p>9.5 The terms of this agreement shall apply to any repaired or replacements Goods supplied by the Seller.</p>	<p>12.1.1 the Buyer notifying the Seller in Writing immediately upon the defect becoming apparent;</p>	<p>15.5 All orders are processed in accordance with the quality system elements of ISO 9002 however the Goods may not have been procured from a quality assured source unless there is an asterisk(*) against the relevant items.</p>
<p>9.6 The Buyer shall not remove or otherwise interfere with the marks or numbers on the Goods.</p>	<p>12.1.2 the defect being due to faulty design, materials or workmanship.</p>	<p><b>16. FORCE MAJEURE</b></p>
<p>9.7 The Buyer shall accept delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that any such discrepancy shall not exceed 10%, the Price to be adjusted pro-rata to the discrepancy.</p>	<p>12.2 Any Goods to be repaired or replaced shall be returned to the Seller at the Buyer's expense, if so requested by the Seller.</p>	<p>16.1 The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, transport embargos, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may without liability on its part, terminate the contract or any part of it.</p>
<p><b>10. OWNERSHIP AND RISK</b></p>	<p>12.3 Where the Goods have been manufactured and supplied to the Seller by a third party, any warranty granted to the Seller in respect of the Goods shall be passed on to the Buyer and the Buyer shall have no other remedy against the Seller.</p>	
<p>10.1 Risk of damage or loss of the Goods shall pass to the Buyer in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection, or in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery.</p>	<p>12.4 The Seller shall be entitled in its absolute discretion to refund the Price of the defective Goods in the event that the Price has already been paid.</p>	
<p>10.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the Price of the Goods and of all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due.</p>	<p>12.5 The remedies contained in this Condition 12 are without prejudice and subject to the other Conditions herein, including, but without limitation, to conditions 16 and 17 below.</p>	
<p>10.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property.</p>	<p><b>13. LIABILITY</b></p>	<p>13.1 No liability of any nature shall be incurred or accepted by the Seller in respect of any representation made by the Seller, or on its behalf, to the Buyer, or to any party acting on its behalf, prior to the making of this Contract where such representations were made or given in relation to:</p>
<p>10.4 Until payment of the Price the Buyer shall be entitled to resell or use the Goods in the course of</p>	<p>13.1.1 the correspondence of the Goods with any description or sample;</p>	<p>13.1.2 the quality of the Goods; or</p>

16.2 Force Majeure events also include pandemics and epidemics that are announced by the World Health Organisation

## 17. RELATIONSHIP OF PARTIES

17.1 Nothing contained in these Conditions shall be construed as establishing or implying any partnership or joint venture between the Parties and nothing in these Conditions shall be deemed to construe either of the parties as the agent of the other.

## 18. ASSIGNMENT

18.1 The Contract between the Buyer and Seller shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Buyer, without the prior written consent of the Seller, save the provision in clause 3.6.

## 19. SEVERABILITY

19.1 If any term or provision of these Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

## 20. NO SET-OFF

20.1 The Buyer may not withhold payment of any invoice or other amount due to the Seller by reason of any right of set-off or counterclaim which the Buyer may have or allege to have for any reason whatsoever.

## 21. ENTIRE AGREEMENT

21.1 These Conditions and any documents incorporating them or incorporated by them constitute the entire Contract and understanding between the Parties.

## 22. CONFIDENTIALITY

22.1 Both parties shall keep secret and do not disclose any information of a confidential nature obtained by reason of the Contract except information which is in the public domain otherwise than as required to be by reason of a breach of this Contract or disclosed by law.

22.2 The provisions of this Condition 22 shall apply during the continuance of the Contract and after its termination howsoever arising without limitation in time.

## 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 The Seller may terminate the Contract with immediate effect by notice in Writing to the Buyer if at any time:

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

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

23.2.3 the court orders that the Buyer be wound-up or a receiver of all or any part of the Buyer's assets be appointed;

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

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

23.4 Nothing in this Condition 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.

23.5 Nothing in the clause shall affect the Seller's ability to enforce its right to recover any losses and/or damages.

## 24. NOTICES

Any notices to be given under the Contract shall be delivered personally or sent by post or by facsimile transmission to the Buyer address (in the case of the Buyer) or to the address set out in the purchase order (in the case of the Seller). 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.

## 25. 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.

## 26. 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.

## 27. WAIVER

No delay or omission by the Buyer 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.

## 28. RESTRICTIVE COVENANT/RESTRICTIONS

28.1 For a period of 9 months after the point of first contact, or when the last order made/last quote given, whichever comes the last, the Buyer must not offer to employ or engage or entice away from the Seller any of its employees. Upon a new order being made, or a new quote given, the time period restarts.

28.2 For a period of 9 months after the point of first contact, or when the last order made/last quote given, whichever comes the last, the Buyer must not make contact with the Seller's supplier and/or manufacturer for the same and/or similar goods. Upon a new order being made, or a new quote given, the time period restarts.

## 29. GOVERNING LAW AND JURISDICTION

29.1 The Contract and any dispute arising under or in any way connected with this Contract (whether of a contractual or tortious nature or otherwise) shall be governed by and interpreted in accordance with English Law.

29.2 Any dispute arising out of or in connection with this Contract including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this Condition. There shall be one arbitrator and the appointing authority shall be the LCIA, such appointment to be made by the LCIA within four (4) days of filing a request for arbitration with the LCIA. The chosen arbitrator shall be a practising English lawyer. The seat of the arbitration shall be London, England, all hearings shall take place in London, England, the arbitration proceedings shall be conducted in the English language and the award shall be in English. The arbitral tribunal shall not be authorised to order and neither party shall not be authorised to seek from any judicial authority, any interim measures of protection or pre-award relief against each other, notwithstanding any provisions of the LCIA Rules.

29.3 Any dispute which is non-contractual in relation to this agreement will also be referred to Arbitration as determined in Condition 28.2 of this Contract.

29.4 The results of the arbitration will be deemed to have a legally binding effect, and thus any and all awards granted by the arbitrators will be deemed final.

29.5 Should either parties cancel the order/terminate this agreement for whatever reason, the Buyer acknowledges that the Deposit is non-refundable.

29.6 Upon termination of this agreement/cancel of any order by the Buyer, the Seller shall be able recover any and all costs incurred as a result of the Buyer's cancellation. The Seller shall invoice said costs and the Buyer will pay within 14 days.

## 30. DATA PROTECTION

30.1 Each Party shall fully comply with its respective obligations under the Data Protection Legislation.

30.2 The Seller, in relation to any personal data processed in connection with its obligations under this Contract:

(a) process that personal data only in accordance with this Contract, unless the Seller is required to do otherwise by Law;

(b) not transfer personal data outside of the EEA unless the prior Written consent of the Buyer has

been obtained and the following conditions are fulfilled:

(i) the Seller has provided appropriate safeguards in relation to the transfer;

(ii) the Seller complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

(iii) the Seller complies with any reasonable instructions notified to it in advance by the Buyer with respect to the processing of its personal data;

30.3 The Seller shall immediately liaise with the Buyer if it:

(a) receives from the Buyer a data subject access request;

(b) receives from the Buyer a request to rectify, block or erase any personal data;

(c) receives from the Buyer any other request, complaint or communication relating to the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with personal data processed under this Contract;

(e) 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

(f) becomes aware of a data loss event