

INTEGRITY PRINT LIMITED

GENERAL CONDITIONS OF PURCHASE

1. DEFINITIONS AND INTERPRETATION

1.1. In these Conditions the words set out below shall have the following meanings:-

“Cloud”	Software applications of file storage in a third party data centre provided as a service and accessed via the Internet
“Computer System”	the computer systems and peripherals located at the Supplier’s premises, in the Cloud, or (where permitted) at the premises of a sub-contractor
“Conditions”	the standard terms and conditions of purchase and supply set out in this document together with any special terms agreed in writing between the Supplier and Integrity Print in accordance with clause 2.3
“Contract”	the contract between the Supplier and Integrity Print (each individually a “Party” and together the “Parties”) for the sale and purchase of the Goods and the supply and purchase of the Services incorporating these Conditions
“Data”	a collection of names and addresses and/or other information to be stored, amended, deleted or retrieved using the Computer System (including any “Personal Data” as defined in the Data Protection Legislation)
“Data Protection Legislation”	all applicable data protection laws including: (i) the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and, from 25 May 2018, the General Data Protection Regulation (EU) 2016/679; (ii) any laws which implement any of the foregoing; and (iii) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing
“Force Majeure”	any act, event, omission or accident beyond a Party’s reasonable control which shall include acts of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, epidemic, insurrection or civil disturbance; terrorism, governmental actions; acts of a third party; strikes, lockouts or other industrial actions or trade disputes (other than by the affected Party’s employees); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery; restraints or delays affecting carriers; malicious damage or acts of hackers; failure in information technology or telecommunications services; failure of a third party software manufacturer; a virus that cannot be detected or controlled by the use of reasonable anti-virus protective measures
“Free Issue Materials”	materials issued by Integrity Print free of charge pursuant to the Contract
“Goods”	the goods (including any instalment of the Goods or any parts of them) described in the Purchase Order.
“Intellectual Property Rights”	all intellectual and industrial property rights (including patents, know how, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights and unregistered trademarks, rights to prevent passing off or unfair competition and copyright, database rights, domain names, topography rights and any other rights in any invention, discovery or process) in the United Kingdom and all

other countries in the world and together with all renewals and extensions thereof.

“Integrity Print”	IPL or, if different, the member of the Integrity Print Group identified in the Purchase Order
“Integrity Print Group”	the persons who are from time to time part of the IPL group of companies being (i) a subsidiary undertaking of IPL, (ii) a parent undertaking of IPL; and/or (iii) any other subsidiary undertaking of such parent undertaking. The expressions “ subsidiary undertaking ” and “ parent undertaking ” have the meaning given to them by the Companies Act 2006
“IPL”	Integrity Print Limited (company registration number 06596913) whose registered office is at First Avenue, Westfield Trading Estate, Midsomer Norton, Bath, BA3 4BS and any of its trading divisions
“Purchase Order”	any purchase order issued by Integrity Print for the Goods or Services
“Retention Period”	The number of days after the fulfilment of the purchase order that Data may be retained by the Supplier or their sub-contractor on the Computer System
“Services”	the services (if any) described in the Purchase Order
“Specification”	any plans, drawings, data or other information relating to the Goods or Services
“Supplier”	means the seller or supplier of the Goods or Services

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. In these Conditions the masculine includes the feminine and the neuter and the singular includes the plural and vice versa

2. APPLICATION

2.1 The Purchase Order constitutes an offer by Integrity Print to purchase the Goods or Services from the Supplier in accordance with these Conditions.

2.2. The Purchase Order shall be deemed to be accepted on the earlier of (a) the Supplier issuing written acceptance of the Purchase Order or (b) any act by the Supplier consistent with fulfilling the Purchase Order at which point and on which date the Contract shall come into existence.

2.3. These Conditions apply to all Integrity Print’s purchases and shall not be modified or excluded in whole or in part without the written consent of a duly authorised representative of Integrity Print. Without prejudice to the generality of the foregoing the delivery of Goods or provision of Services following receipt of these Conditions shall constitute and may be relied on by Integrity Print as indicating the Supplier’s acceptance of these Conditions.

2.4. These Conditions shall apply to the Contract to the exclusion of all and any other conditions or contractual provisions (whether in conflict with these Conditions or not) included or appearing in any quotation, form of acceptance, delivery form, invoice or other document emanating from the Supplier. For the avoidance of doubt, Integrity Print shall not be deemed to accept such other conditions or contractual provisions by failing to object to provisions contained in any such document.

3. SPECIFICATIONS

3.1. The quantity, quality and description of the Goods and the Services shall, subject to the provisions of these Conditions, be as specified in the Purchase Order and/or in any applicable Specification supplied by Integrity Print to the Supplier or agreed in writing by Integrity Print.

3.2. Integrity Print may at any time make written changes to the Purchase Order including changes in the Specification, method of shipment, quantities, packaging or time and place of delivery. If such change results in an increase in the cost of, or time required for, the performance of the Contract an equitable adjustment will be made to the price, delivery schedule or both. Integrity Print must approve any such claim or adjustment in writing before the Supplier proceeds with such changes.

3.3. Any Specification supplied by Integrity Print to the Supplier, or specifically produced by the Supplier for Integrity Print pursuant to the Contract, together with the Intellectual Property Rights in the Specification, shall be the exclusive property of Integrity Print. The Supplier shall not disclose to any third party or use any such Specification except as required for the purposes of the Contract or to the extent that it is or becomes public knowledge through no fault of the Supplier.

3.4. The Supplier shall:

3.4.1. in performing its obligations under the Contract, comply with all applicable laws, statutes, regulations and codes from time to time in force;

3.4.2. comply with all applicable British quality/performance standards and operate a quality control procedure in relation to the Contract no less exacting than that required by ISO9001; and

3.4.3. obtain at its expense all necessary consents, licences and permits required for performance of the Contract.

3.5. The Supplier shall not unreasonably refuse any request by Integrity Print to inspect and test the Goods during manufacture, processing, or storage at the premises of the Supplier or any third party prior to dispatch to and the Supplier shall provide Integrity Print with all facilities reasonably required for inspection and testing. The Supplier shall upon request provide Integrity Print with all information relating to the Goods or the performance of the Services as Integrity Print may reasonably require and shall raise no objection to inspection of the Goods or of the performance of the Services by Integrity Print or its representatives.

3.6. If as a result of inspection or testing Integrity Print is not satisfied that the Goods or performance of the Services will comply in all respects with the Contract and Integrity Print so informs the Supplier within seven days of inspection or testing, the Supplier shall take all steps necessary to ensure compliance. Any failure of this obligation by the Supplier will be deemed a material breach which is not capable of remedy. Notwithstanding any such inspection or testing the Supplier will remain fully responsible for the Goods and any such inspection or testing will not diminish or otherwise affect the Supplier's obligations under the Contract.

3.7. The Goods shall be marked in accordance with Integrity Print's instructions and any applicable regulations, quality assurance standards or requirements of the carrier and shall be properly packed, stored and secured so as to reach their destination in an undamaged condition.

4. DATA AND DATA PROTECTION

4.1. The Supplier will be responsible for loading the Data supplied to it in relation to the Purchase Order onto the Computer System, the Supplier may retain such Data for no longer than the Retention Period advised by Integrity Print. If not specifically defined in the Purchase Order, the Retention Period will be 90 days from fulfilment of the Purchase Order. When the Retention Period is reached the Supplier must ensure that the Data and any partial or whole copies of the Data that may have been created during the execution of the Purchase Order, in whatever format, are securely destroyed or deleted.

4.2. Subject to clause 10.1, the Supplier shall have no rights in respect of the Data supplied to it in relation to the Purchase Order and the Supplier shall not use the Data except for the purposes specified in clause 10.1.

4.3. Where the Contract requires the Supplier to process Personal Data the provisions of the Data Protection Annex shall apply to the processing of that Personal Data.

5. PRICE OF THE GOODS AND SERVICES

5.1. The price of the Goods and Services shall be as stated in the Purchase Order or (if not so stated) as published by the Supplier or notified by the Supplier to Integrity Print at the date of the Purchase Order and, unless otherwise specified shall be:-

5.1.1. exclusive of any applicable value added tax (which shall be payable by Integrity Print subject to receipt of a VAT invoice); and

5.1.2. inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the delivery address and any duties, imposts or levies other than value added tax.

5.2. No increase in the price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of Integrity Print in writing.

5.3. Integrity Print shall be entitled to any discount for prompt payment, bulk purchase, or volume of purchase customarily granted by the Supplier, whether or not shown on its own terms and conditions of sale.

6. PAYMENT AND RETENTIONS

6.1. The Supplier shall be entitled to invoice Integrity Print on or at any time after delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the Purchase Order number.

6.2. Unless otherwise agreed in writing, Integrity Print shall be entitled to pay the net invoice price for the Goods and the Services at any time within 60 days after the end of the month of receipt by Integrity Print of a valid invoice or, if later, after acceptance of the Goods or Services by Integrity Print.

6.3. Without prejudice to any other right or remedy, Integrity Print reserves the right to set off any liability of the Supplier to Integrity Print against any liability of Integrity Print to the Supplier.

6.4. Interest shall be payable on any amount payable under the Contract, which is not paid by its due date and shall accrue and be calculated on a daily basis at the rate of 2% per annum above the base rates of HSBC Bank.

7. DELIVERY

7.1. Integrity Print shall not be obliged to pay for any Goods delivered in excess of the quantity ordered and Integrity Print shall have no responsibility or liability in respect of them except to notify the Supplier of receipt.

7.2. Unless otherwise agreed in writing the Goods shall be delivered and the Services performed during Integrity Print's normal business hours at the address and on the date or dates specified in the Purchase Order. Where the date of delivery of the Goods or of performance of the Services is to be specified after the placing of the Purchase Order, the Supplier shall give Integrity Print reasonable notice of the specified date.

7.3. The time of delivery of the Goods and of performance of the Services is of the essence of the Contract. Without prejudice to the foregoing, the Supplier shall promptly notify Integrity Print of any difficulty or delay actual or expected in the delivery of the Goods or Services and its proposed remedial action as soon as the Supplier becomes aware or suspects that there may be any such difficulty or delay.

7.4. A packing note must accompany each delivery or consignment of the Goods and must be displayed prominently, such packing note must quote the Purchase Order number and also describe the Goods with quantities.

7.5. Integrity Print shall be entitled to reject any Goods delivered or not accept any performance of the Services which are not in accordance with the Contract and Integrity Print shall not be deemed to have accepted any Goods or performance of the Services until Integrity Print has had a reasonable time to inspect them following delivery or performance, or if the defect is a latent defect, within a reasonable time after any latent defect in the Goods or performance of the Services has become apparent. If any of the Goods or the Services are so rejected, without prejudice to any other right of Integrity Print, Integrity Print shall have the right to purchase replacement Goods or Services (as near as practicable to the same specification) elsewhere and Integrity Print's extra expense so incurred and/or any

losses or expenses (if any) resulting from the Goods or Services not being in accordance with the Contract shall be paid by the Supplier to Integrity Print.

7.6. If the Goods are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single contract and not severable.

7.7. The Supplier shall supply Integrity Print in good time with any instructions or other information required to enable Integrity Print to accept delivery of the Goods and performance of the services.

7.8. Integrity Print shall not be obliged to return to the Supplier any packaging materials for the Goods, whether or not any Goods are accepted by Integrity Print.

7.9. If the Goods are not delivered or the Services are not performed on the due date then, without prejudice to any other remedy, Integrity Print shall be entitled to cancel the Contract in whole or in part.

8. ORIGIN AND INSTRUCTIONS

8.1. The Supplier shall, upon receipt of a request from Integrity Print, provide to Integrity Print evidence of the place of origin of Goods or parts thereof or of raw materials utilised in their manufacture.

8.2. The Supplier shall submit with the Goods full instructions for use and clear warnings with respect to anything which may reasonably be done or omitted to be done in relation to the Goods and which could render them unsafe.

9. RISK AND PROPERTY

9.1. Risk of damage to or loss of the Goods shall pass to Integrity Print upon actual delivery to Integrity Print or, if different, to the delivery point specified in the Purchase Order, in each case in accordance with the Contract.

9.2. The property in Goods shall pass to Integrity Print upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to Integrity Print once payment has been made and the goods have been appropriated to the Contract.

9.3. All items including materials, equipment, tools, Free Issue Material, dyes and moulds supplied by Integrity Print to the Supplier shall be and remain the exclusive property of Integrity Print and the Supplier will at all times:

9.3.1. ensure that such items are marked with such indications of ownership as Integrity Print directs;

9.3.2. hold such items in safe custody at its own risk and not permit such items to be removed from the Supplier's premises;

9.3.3. maintain and keep such items in good condition until returned to Integrity Print;

9.3.4. not be dispose of such items other than in accordance with Integrity Print's written instructions;

9.3.5. use such items only as authorised by Integrity Print in writing;

9.3.6. permit or procure the permission of Integrity Print or its representatives to enter at any reasonable times any premises where such items are located for the purposes of inspecting them;

9.3.7. waive any lien which it might otherwise have (whether at the date of the Purchase Order or subsequently) on any such items; and

9.3.8. immediately return such items in good condition on demand or upon completion or termination of the Contract whichever is earlier. In the event the Supplier fails to return such items Integrity Print is hereby irrevocably authorised without any requirement as to notice to enter upon the premises of the Supplier for the purposes of recovering such items.

9.4. The Supplier shall be solely responsible for and shall indemnify Integrity Print against any claims, liabilities, damages, costs and expenses arising from any accident or damage resulting from the improper use or use without Integrity Print's proper authority of any items including materials, equipment, tools, Free Issue Material, dyes and moulds supplied by Integrity Print to the Supplier by the Supplier or its authorised subcontractors or its or their employees or representatives.

9.5. The risk in materials issued by Integrity Print to the Supplier for incorporation in the Goods including Free Issue Materials, shall pass to the Supplier on delivery.

9.6. If Integrity Print issues Free Issue Materials pursuant to the Contract the Free Issue Materials shall be and remain the property of Integrity Print. The Supplier shall maintain all such Free Issue Materials in good order and condition and shall use such Free Issue Materials solely in connection with the Contract. Without prejudice to any other rights of Integrity Print, the Supplier shall deliver up the Free Issue Materials to Integrity Print on Integrity Print's demand whether or not they have been altered or processed. Any surplus Free Issue Materials shall be disposed of at Integrity Print's discretion. Waste of the Free Issue Materials arising from bad workmanship or the default or negligence of the Supplier shall be made good at the Supplier's expense.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. Integrity Print grants the Supplier a non-exclusive, non-transferable licence to use its Intellectual Property Rights in the materials issued by Integrity Print to the Supplier for the purpose of performing its obligations under the Contract. The Supplier will have no other rights whatsoever in respect of Integrity Print's Intellectual Property Rights and upon completion of the Contract will return to Integrity Print all materials containing or embodying the Intellectual Property Rights.

10.2. The Supplier warrants that neither the Goods (their manufacture, supply, use, resale or importation) nor the Services (their receipt, use or supply), infringes the Intellectual Property Rights or any other rights of any third party except to the extent that any infringements arise directly from the use by the Supplier of any Specifications, drawings, samples or descriptions provided by Integrity Print.

11. CONFIDENTIALITY

11.1. The Supplier shall keep in strict confidence all Data, technical or commercial know-how, specifications, inventions, processes, initiatives, or other matters concerning Integrity Print's customers or suppliers which are of a confidential nature and have been disclosed to the Supplier by Integrity Print or its agents and any other confidential information concerning Integrity Print's business which the Supplier may obtain.

11.2. The Supplier shall restrict disclosure of such confidential material to such of its employees as need to know the same for the purpose of discharging the Supplier's obligations to Integrity Print and shall ensure that such employees are subject to the same obligations of confidentiality as bind the Supplier.

11.3. The Supplier shall not make use of Integrity Print's or the Integrity Print Group's (or any member thereof) name or any information acquired through its dealings with Integrity Print for publicity or marketing purposes without the prior written consent of Integrity Print.

12. WARRANTIES AND LIABILITY

12.1. Integrity Print relies on the Supplier's expertise in the supply of the Goods, the Supplier accordingly warrants to Integrity Print that all Goods supplied under the Contract shall:

12.1.1. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier in writing or orally at the time the Purchase Order is placed;

12.1.2. be free from any defects in design, material and workmanship for a period not shorter than the longer of the Supplier's warranty or 24 months from delivery, unless industry practice indicates a longer warranty period or unless otherwise agreed in writing with Integrity Print;

12.1.3. correspond in all respects with the Purchase Order and with any relevant Specification or sample provided by Integrity Print to the Supplier;

12.1.4. comply with all statutory requirements, governmental, local authority and other regulations, orders, relevant British Standards and EC requirements and regulations (whether voluntary or not) relating to their manufacture, labelling, packaging, storage, handling and delivery;

12.2. In providing the Services the Supplier warrants all Services supplied under the Contract shall:

12.2.1. correspond in all respects with the Purchase Order and with any relevant Specification, and that any deliverables shall be fit for any purpose held out by the Supplier or made known to the Supplier in writing or orally at the time the Purchase Order is placed;

12.2.2. be performed by appropriately qualified, trained and experienced personnel with a high standard of skill, care and diligence and in accordance with the Contract;

12.2.3. be performed to such standards of quality generally observed in the industry for similar services; and

12.2.4. use the best quality goods, materials, standards and techniques, and ensure that any deliverables, and all goods and materials supplied and used in the Services or transferred to Integrity Print, will be free from defects in workmanship, installation and design; and

12.2.5. observe all health and safety rules and regulations and any other security requirements that apply at the Integrity Print premises where the Services are performed.

12.3. Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract or if Integrity Print terminates the Contract in accordance with clause 13.2 then Integrity Print may (whether or not the Goods have been accepted or the Services performed):

12.3.1. require the Supplier to repair the Goods or to supply the replacement Goods or Services in accordance with the Contract within seven days of receipt of such a request from Integrity Print;

12.3.2. at Integrity Print's sole option, and whether or not Integrity Print has previously required the Supplier to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Supplier's breach and require the repayment of any amount which has been paid;

12.3.3. cancel any or all remaining instalments or stages if the Contract has not already been terminated;

12.3.4. refuse to accept any subsequent delivery of the Goods or performance of the Services which the Supplier attempts to make;

12.3.5. recover from the Supplier any costs incurred by Integrity Print in obtaining goods or services equivalent to the Goods or Services in substitution from another supplier;

12.3.6. where Integrity has paid in advance for Services that have not been performed or Goods that have not been delivered by the Supplier, to have such sums refunded; and/or

12.3.7. claim damages for any additional costs, losses or expenses incurred by Integrity Print which are in any way attributable to the Supplier's breach of the Contract or failure to deliver the Goods or perform the Services on the due date or at all.

12.4. The Supplier will indemnify, keep indemnified and hold harmless Integrity Print from and against all costs (including the cost of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profit, loss of business, depletion of goodwill and like loss, damages, claims, demands, proceedings or legal costs (on a full indemnity basis)) and judgments which Integrity Print incurs or suffers as a consequence of:

12.4.1. a direct or indirect breach or negligent performance by the Supplier or failure or delay in performance of the terms of the Contract;

12.4.2. any claim that the Goods (or their importation, use or resale infringes) or the Services (or their receipt, use or supply) infringe the Intellectual Property Rights or other rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by Integrity Print;

12.4.3. any act or omission of the Supplier or its employees, agents or subcontractors in supplying, delivering and installing the Goods, or in the performance of the Services;

12.4.4. a failure to deliver the Goods on the due date for delivery, or to provide the Services on the due date for performance and/or in accordance with the Conditions, or in respect of a direct or indirect breach or negligent performance or failure in performance by the Supplier of the Contract;

13.4.5. claims made against Integrity Print in respect of any loss, damage or expense sustained by Integrity Print or its servants or agents or by any customer or other third party to the extent that such loss, damage or expense was caused by, relates to or arises from the Goods or the Services including any claim against Integrity Print under the Consumer Protection Act 1987 in respect of the Goods;

12.4.6. any negligent, defamatory or illegal act or omission of the Supplier in connection with the provision, production or delivery of the Goods and/or Services.

12.5. The Supplier does not exclude its liability (if any) to Integrity Print for personal injury or death resulting from its negligence; for fraud; or for any other matter which it would be illegal to exclude or attempt to exclude its liability.

13. FORCE MAJEURE

13.1. Neither Party shall be liable to the other for any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or the Services, if the delay or failure was due to an event of Force Majeure.

13.2. If the Supplier cannot supply Integrity Print in accordance with the terms of a Purchase Order because of an event described in clause 13.1, and if Integrity Print reasonably anticipates that this may prevent Integrity Print performing obligations to its own customers Integrity Print may terminate immediately by written notice that part of, or all of, the Purchase Order which the Supplier cannot fulfil.

14. TERMINATION

14.1. Integrity Print shall be entitled to cancel the Purchase Order in respect of all or part only of the Goods and/or the Services by giving notice to the Supplier at any time prior to delivery or performance, in which event Integrity Print's sole liability (if any) shall be to pay to the Supplier the price for the Goods or Services in respect of which Integrity Print has exercised its right of cancellation, less the Supplier's net saving of cost arising from cancellation.

14.2. Without limiting its other rights or remedies, Integrity Print may by written notice to the Supplier terminate the Contract immediately if the Supplier:

14.2.1. is in material breach of any of the terms of the Contract and, where the breach is capable of remedy, the Supplier fails to remedy such breach within seven days (or such shorter period as may be specified) after service of a written notice from Integrity Print, specifying the breach and requiring it to be remedied. Failure to deliver Goods or perform any Services on the due date in accordance with clause 7.2 is a material breach of the terms of the Contract that is not capable of remedy;

14.2.2. becomes bankrupt, insolvent, has a receiver, manager or administrative receiver appointed, makes any composition with its creditors, has a deputy appointed under the Mental Capacity Act 2005 or dies;

14.2.3. has any distraint, execution or other process levied or enforced on any of its property;

14.2.4. the Supplier ceases, or threatens to cease, to carry on business;

14.2.5. has a change in its management and/or control as defined by section 450 Corporation Tax Act 2010;

14.2.6 any equivalent event occurs to the Supplier in any jurisdiction; or

14.2.7 Integrity Print reasonably anticipates that one of the above circumstances is about to occur.

14.3. The termination of the Contract howsoever arising is without prejudice to the accrued rights and remedies of the Parties as at termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

15. GENERAL

15.1. Each right or remedy of Integrity Print under the Contract is without prejudice to any other right or remedy of Integrity Print whether under the Contract or not.

15.2. Integrity Print may assign, license or sub-contract all or any part of its rights or obligations under the Contract without the Supplier's consent.

15.3. The Supplier shall not be entitled to assign the Contract or any part of it without the prior consent of Integrity Print in writing.

15.4. Neither Integrity Print nor the Supplier shall during the term of the Contract and for 12 months following its termination either directly or indirectly solicit or entice away (or seek to attempt to solicit or entice away) from the employment of the other Party:

15.4.1. in the case of Integrity Print, any person employed in the provision of the Goods and Services by the Supplier; or

15.4.2 in the case of the Supplier, any person in receipt and/or administration of the Goods and Services from Integrity Print

without the other Party's prior agreement in writing (providing that nothing in this clause 15.4 shall prohibit a Party from engaging a person who replies to a general advert and who is not otherwise solicited or enticed).

15.5. No failure or delay by Integrity Print to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power, or remedy.

15.6. If any condition or part of the Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision or part of the Contract and this will not affect any other provisions of the Contract which will remain in full force and effect.

15.7. Save as expressly stated otherwise in these Conditions the Parties to this Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a Party to it.

15.8. The Contract contains all the terms which Integrity Print and the Supplier have agreed in relation to the Goods and/or Services and supersedes any prior written or oral agreements, representations or understandings between the Parties relating to such Goods and/or Services. The Supplier acknowledges that it has not relied on any statement, promises or representation made or given by or on behalf of Integrity Print which is not set out in the Contract. Nothing in this clause 15.8 will exclude any liability which one Party would otherwise have to the other Party in respect of any statements made fraudulently.

15.9. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the Parties, nor constitute any Party the agent of the other Party for any purpose.

15.10. This Contract shall be governed by and construed in accordance with English law and each Party agrees to submit to the exclusive jurisdiction of the English Courts.

DATA PROTECTION ANNEX

1. DEFINITIONS

1.1. In this Annex the definitions in Integrity Print's General Conditions of Purchase and the following additional definitions shall apply:

Permitted Sub-processor	the sub-processors listed in the Purchase Order and any other sub-processors as may be agreed in writing between the Supplier and Integrity Print from time to time;
Protected Data	Personal Data received by the Supplier from or on behalf of Integrity Print in connection with the supply of Goods or the performance of the Services;
Sub-processor	any agent, subcontractor or other third party (but for the avoidance of doubt not the Supplier's employees) engaged by the Supplier for carrying out any processing activities in respect of personal data;

1.2. The terms "Controller", "Data Subject", "Personal Data Breach", "Processing", "Processor", "Special Categories of Personal Data" (also known as "Sensitive Personal Data") and "Supervisory Authority" have the meanings set out in the Data Protection Legislation.

2. RELATIONSHIP

2.1. Both Parties agree to comply with all applicable requirements of the Data Protection Legislation.

2.2. The Parties acknowledge that for the purposes of the Data Protection Legislation the Supplier is a Processor. The Purchase Order sets out the nature and purpose of Processing by the Supplier, the duration of the Processing, the types of Personal Data and categories of Data Subject.

2.3. The Supplier shall:

2.3.1. only Process (and shall ensure that its employees only process) the Protected Data for the purpose of fulfilling its obligations under the Contract in accordance with this Annex (and not otherwise unless alternative Processing instructions are agreed between the Parties in writing) except where otherwise required by applicable law (provided that the Supplier shall inform Integrity Print of that legal requirement before Processing, unless applicable law prevents it doing so on important grounds of public interest); and

2.3.2. notify Integrity Print immediately if any of Integrity Print's instructions relating to the Processing of Protected Data are unlawful.

3. SECURITY

3.1 In accordance with the Data Protection Legislation, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the Processing of the Protected Data to be carried out under or in connection with the Contract, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the Processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise Processed, the Supplier shall implement and maintain appropriate technical and organisational security measures appropriate to the risk, including:

3.1.1. the pseudonymisation and encryption of Protected Data;

3.1.2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services;

3.1.3. the ability to restore the availability and access to Protected Data in a timely manner in the event of a physical or technical incident;

3.1.4 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing; and

3.1.5 any additional security measures specified in the Purchase Order.

3.2. The Supplier shall ensure that all employees who have access to and/or process Protected Data are subject to legally binding obligations of confidentiality in relation to the Protected Data.

4. SUB-PROCESSING

4.1. The Supplier shall be permitted to appoint the Permitted Sub-processors, and to disclose Protected Data to the Permitted Sub-processors for processing in accordance with the Contract provided always that:

4.1.1. as a requirement of Integrity Print's consent to a Permitted Sub-processor (as applicable), the Supplier undertakes, prior to appointing such Permitted Sub-processor, due diligence, including a risk assessment of the information governance related practices and processes of such Permitted Sub-processor;

4.1.2. the terms of the sub-contract between the Supplier and the Permitted Sub-processor (as applicable) contain provisions which are substantially the same as, but no less onerous than, the terms of this Annex;

4.1.3. the Permitted Sub-processor provides sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirements of the Data Protection Legislation; and

4.1.4. the Permitted Sub-processors right to Process Protected Data terminates automatically on expiry or termination (for whatever reason) of (i) the Contract; or (ii) the sub-contract (as applicable), whichever is earlier;

4.2. Notwithstanding the Supplier's appointment of the Permitted Sub-processors the Supplier shall remain fully liable to Integrity Print for the activities of such Permitted Sub-processors.

4.3. Save for the Permitted Sub-processors Integrity Print does not consent to the Supplier appointing any Sub-processor for Processing Protected Data.

5. REQUESTS FROM DATA SUBJECTS AND SUPERVISORY AUTHORITIES

5.1. If a Data Subject makes a request relating to the exercise of his or her legal rights in relation to Protected Data, the Supplier shall (taking into account the duty to respond to the Data Subject within the timeframes specified by the Data Protection Legislation) provide Integrity Print with any assistance Integrity Print reasonably requires in order to facilitate that Data Subject's rights, including the following (as applicable under the Data Protection Legislation at the time of such request):

5.1.1. responding to a Data Subject access request;

5.1.2. erasing Protected Data in accordance with the Data Subject's right to erasure;

5.1.3. allowing the Data Subject to exercise his or her right to restrict Processing;

5.1.4. notifying any persons who have received Personal Data about any rectification, erasure or restriction of Processing which has taken place at the request of a data subject;

5.1.5. providing the Data Subject with a copy of his or her Protected Data in a structured and common electronic format where technically feasible; or

5.1.6. where the Supplier is required to provide such services for the purpose of fulfilling its obligations under the Contract, giving effect to the Data Subject's rights to object to profiling, automated decision-making and to cease Processing for direct marketing purposes.

5.2. The Supplier shall also cooperate with any requests to it or Integrity Print by a Supervisory Authority.

6. PERSONAL DATA BREACHES AND NOTIFICATION

6.1. If the Supplier becomes aware of a Personal Data Breach relating to Protected Data, the Supplier shall:

6.1.1. notify Integrity Print without undue delay and in any event within 2 working days of becoming aware of the breach;

6.1.2. provide Integrity Print with such information and assistance as it reasonably requires in relation to the Personal Data Breach (including in relation to action to remedy or mitigate the breach); and

6.1.3. document the Personal Data Breach and any related action taken by the Supplier.

7. PRIVACY IMPACT ASSESSMENTS

7.1. Taking into account the nature of the Processing and the information available, the Supplier shall provide Integrity Print with such information and assistance as it reasonably requires in order to:

7.1.1. carry out privacy impact assessments in relation to the Processing;

7.1.2. consult with a Supervisory Authority prior to Processing; and/or

7.1.3. meet any obligations under the Data Protection Legislation deriving from the Processing of Protected Data.

8. RECORDS, AUDITS AND INSPECTIONS

8.1. The Supplier will maintain (and make available to Integrity Print on request) a written record of all categories of Processing activities carried out on behalf of Integrity Print, containing:

8.1.1. the names, contact details and (where applicable) data protection officer details for the Supplier and any Permitted Sub-processors;

8.1.2. the categories of Processing carried out on behalf of Integrity Print;

8.1.3. where applicable and where permitted, details of transfers of Protected Data to any country outside the European Union or any international organisation, including details of that country or organisation and the documentation of suitable safeguards put in place to ensure the security of the Protected Data; and

8.1.4. a description of the technical and organisational security measures employed to ensure the security of the Protected Data.

8.2. The Supplier shall:

8.2.1. make available to Integrity Print at reasonable notice (but without notice where Integrity Print reasonably suspects a breach of this Annex) such information as is reasonably necessary to demonstrate the Supplier's compliance with its obligations under this Annex; and

8.2.2. allow for audits, including inspections, by Integrity Print or Integrity Print's designated auditor for the purpose of demonstrating the Supplier's compliance with this Annex, subject to Integrity Print:

8.2.2.1. giving the Supplier reasonable notice (but without notice where Integrity Print reasonably suspects a breach of this Annex);

8.2.2.2. ensuring the confidentiality of all information generated as a result; and

8.2.2.3. ensuring that such audit is undertaken at a mutually agreed time and date (unless Integrity Print reasonably suspects a breach of this Annex where the audit may be undertaken without notice) with minimal disruption to the Supplier's business.

9. INTERNATIONAL TRANSFERS

The Supplier will not export Protected Data outside the European Union unless:

- 9.1. the transfer is on the basis of a valid adequacy decision made by the European Commission;
- 9.2. appropriate safeguards are in place (as set out in the Data Protection Legislation); or
- 9.3. such transfer is otherwise permitted under applicable Data Protection Legislation.

10. CLAIMS

The Supplier shall indemnify Integrity Print from and against all costs, expenses (including legal and other professional fees and expenses), losses, damages and other liabilities of whatever nature (whether contractual, tortious or otherwise) suffered or incurred by Integrity Print and arising out of or in connection with any breach by the Supplier of the provisions of this Annex.

11. DELETION AND RETURN OF DATA

After completing the Processing of Protected Data (whether due to termination or expiry of the Contract, or otherwise) or on Integrity Print's written instruction, the Supplier will return (in such form as Integrity Print reasonably requests) or securely delete or destroy all Protected Data (including any copies of the Protected Data) save to the extent the Supplier is required to store a copy of the Protected Data to comply with any applicable law, in which case the Supplier shall:

- 11.1. inform Integrity Print of any such requirement;
- 11.2. continue to ensure the security of such Protected Data in accordance with the requirements of this Annex; and
- 11.3. only store such Protected Data for so long as required by applicable law and thereafter promptly and securely delete or destroy all such Protected Data.