

UNIVAR SOLUTIONS sp. z o.o.

General Terms and Conditions of Purchase

1. General

1.1. In these general terms and conditions (the "**Conditions**"):

- (a) the "**Buyer**" refers to Univar Solutions sp.z o.o. with its registered office in Macierzysz, ul. Sławęcińska 14, 05-850 Macierzysz, entered into the register of entrepreneurs maintained by the District Court for the capital city of Warsaw, 14th Commercial Division of the National Court Register, under KRS No. 0000102371, NIP (Tax Identification Number) No. 527-01-03-959, National Business Registry Number (REGON): 002150979;
- (b) the "**Seller**" refers to the individual, firm or company (entrepreneurs) with whom the Buyer has placed an Order;
- (c) the term "**Contract**" shall refer to any Order placed by the Buyer, and accepted by the Seller for the delivery of Goods; for the avoidance of doubt, any Order placed by the Buyer, and accepted by the Seller for the delivery of Goods constitutes a separate Contract under these Conditions;
- (d) the term "**Order**" means the Buyer's written instruction to supply the Goods, incorporating these terms and conditions; the Order constitutes an offer in the meaning of the Civil code;
- (e) the term "**Goods**" means any Goods agreed in the Contract to be bought by the Buyer from the Seller (including any part or parts of them);

1.2. These Conditions and the purchase offer form are available at the Buyer's website:

<https://www.univarsolutions.com/>

1.3. Through acceptance of the Buyer's Order, the Seller confirms that he has known and accepted these Conditions, which are referred to in the purchase order form and available at the Buyer's website.

1.4. Any variation from these General Terms and Conditions shall be valid only if and to the extent that it has been expressly confirmed by the Buyer in writing.

2. Application of the Conditions

2.1. The Order constitutes an offer by the Buyer to purchase Goods and/or services from the Seller in accordance with these Conditions.

2.2. The Conditions shall apply to the Orders issued by the Buyer.

2.3. The Order shall be deemed to be accepted by Seller on the earlier of: (i) the Seller issuing written acceptance of the Order; or (ii) any act by the Seller consistent with fulfilling the Order, at which date the Contract shall come into existence.

2.4. The Contract with the Seller shall be concluded only on the terms and conditions specified in these Conditions. Especially these Conditions exclude any other terms that the Seller seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. In particular, the terms and conditions indicated by the Seller - in the Seller's offer, confirmation or acceptance of the Order, specification or similar document as well as the terms and conditions delivered with such documents - shall not be incorporated to the Contract. The Seller waives all his rights which may stem from such terms and conditions.

3. Orders

- 3.1. All Orders, including Orders for direct deliveries, shall be confirmed by the Seller prior to dispatch or within 5 working days of the Seller's receipt of the Order, whichever is the earlier, confirming quantity, product specification, price and delivery date.
- 3.2. Unless the Buyer's Order is confirmed by the Seller in writing within the time frame mentioned in clause 3.1, or delivery takes place within that time in response to the Order, the Buyer shall cease to be bound by the Order.
- 3.3. Any modified acceptance of the Buyer's Order by the Seller is required to be expressly set out in writing. In this case the modified Contract shall become effective only when such modifications are approved expressly by the Buyer in writing.

4. Delivery and Quantity

- 4.1. In the absence of an agreement to the contrary, the Goods shall be delivered, carriage paid by the Seller, to the Buyer's premises specified in the Contract (the "**Place of Delivery**") on the stipulated date and time, at the expense of the Seller.
- 4.2. Time for delivery shall be of the essential condition of the Contract. If the delivery is not performed within the time specified in the Order, the Buyer is entitled to cancel without redress by the Seller, either the whole or the unexecuted part of the Order and withdraw from the Contract to such extent. The Buyer may withdraw from the Contract by a written notification of the Seller, made within 14 days from the date of delivery stemming from the Contract. This contractual right of withdrawal from the Contract does not exclude the Buyer's statutory right to withdraw from the Contract in accordance with the Polish Civil Code.
- 4.3. If the Goods are delivered to the Buyer in excess of the quantities ordered, the Buyer shall not be bound to pay for the excess and such excess will remain at the Seller's risk and will be returnable at the Seller's expense. In particular, the Buyer shall not be liable for accidental loss of or damage of the excessive Goods. Deliveries in instalments shall only be admissible with the Buyer's prior written consent.
- 4.4. The Buyer shall not be deemed to have accepted the Goods before the lapse of 5 working days following the delivery in order to inspect the Goods.
- 4.5. The Buyer shall also have the right to reject the Goods at any time (even after the lapse of the 5 working days deadline) after any latent defect in the Goods has become apparent. In such case, the Buyer is entitled to withdraw from the Contract by a written notification, made within 60 days from the date of delivery of the Goods. This contractual right of withdrawal from the Contract does not exclude the Buyer's statutory right to withdraw from the Contract in accordance with the Polish Civil Code.
- 4.6. If the Seller is responsible for delivery or arranging delivery of the Goods to the Place of Delivery, the Seller shall be liable for all damage which the Seller or its carrier causes to the Goods or the Buyer's property in the course of delivery, loading and completion of offloading. If the Goods are delivered before the date specified in the Order, the Buyer shall be entitled - at its sole discretion - to refuse to take delivery or to charge the Seller for insurance and storage of the Goods until the contractual date for delivery.
- 4.7. In case the Goods are delivered from outside Poland, the Seller shall ensure that accurate information is provided to the Buyer as to the country of origin of the Goods. The Seller shall be liable to the Buyer for any additional customs duty or taxes for which the Buyer may be

accountable if the country of origin prove to be different from that indicated by the Seller. Unless otherwise provided in the Order, the Seller is responsible for obtaining all the export and import licenses for the Goods and shall be responsible for any delays stemming from lack of such licenses in the required time.

- 4.8. Unless otherwise provided in the Order, the deliveries must be booked in, with the relevant Place of Delivery, at least 24 hours prior to the delivery.
- 4.9. The Seller will ensure that deliveries of food, personal care or pharmaceutical products are not included in mixed loads with hazardous, industrial or corrosive substances. Seller will also ensure that all products and primary packaging are appropriately protected from adulteration and contamination during storage and transit.

5. Proof of Delivery ("P.O.D")

If the Buyer has requested that the Seller shall deliver the Goods directly to the Buyer's customer, a signed Proof of Delivery ("P.O.D.") (with all, clearly printed details including the signature of the Buyer's customer and its name,) must be provided to the Buyer's site from the location where the Order was placed. The P.O.D. must cover also the Buyer's Order number, quantity and description of the delivered Goods and be delivered to the Buyer's site free of charge, within 3 working days of delivery of the Goods.

6. Certificates of Analysis

Certificates of Analysis and Safety Data Sheets for all chemical products shall be provided by the Seller free of charge with all deliveries or faxed prior to the delivery, unless otherwise agreed in writing. Certificates of Analysis and Safety Data Sheets must cover the batch number and the Buyer's purchase order number.

7. Quality

- 7.1. The Goods shall be of the best available design, of the best quality, material and workmanship, without faults or defects and conform in all respects with the Order and any specifications supplied or advised by the Buyer to the Seller. The Buyer's rights under these Conditions do not exclude, but they are in addition to the statutory conditions implied in favour of the Buyer by the applicable provisions of law, including the Polish Civil Code. In particular the Seller warrants, represents and undertakes to the Buyer that:
 - 7.1.1. the Goods are supplied in accordance with the specification agreed by the parties and have been tested accordingly by the Seller;
 - 7.1.2. the Goods are of good quality, free from faults or defects and if the Goods are custom designed, blended or manufactured for the Buyer, or technical advice in relation to their formulation, application and use has been provided by the Seller - the Seller warrants that the Goods are fit for their purpose;
 - 7.1.3. all information provided by the Seller to the Buyer in relation to the Goods shall be true and accurate in all material respects; and
 - 7.1.4. the Seller shall provide the Buyer with all products and technical information as may be required by Polish law;
 - 7.1.5. the Buyer shall be entitled to inspect the Goods during their manufacturing and prior to the delivery when requested.

8. Demurrage

The Seller may request the demurrage from the Buyer only after the standard time of 3 hours from the agreed booking time. If the Seller misses the booking time, no demurrage shall be paid.

9. Inspection

- 9.1. The Buyer reserves the right to reject any Goods or workmanship which is proved on inspection to be faulty in quality or construction, or is not of satisfactory quality, or is not reasonably fit for the purpose for which it is supplied, or which is not in accordance with the Order or not in accordance with the agreed specification.
- 9.2. In such situation, the Buyer is entitled – at his sole discretion – to withdraw from the Contract or request the Seller either to replace or to repair the rejected Goods.
- 9.3. If requested so by the Buyer, the Seller undertakes to replace or repair the rejected Goods with all reasonable speed, but no later than within 30 days. The Buyer shall however not be obliged to accept such replacement or repair of the Goods and is entitled to withdraw from the Contract.
- 9.4. The Buyer may exercise its right of withdrawal described in the clauses 9.2 – 9.3 within 60 days from the date of delivery of the Goods by written notification to the Seller.
- 9.5. In case of rejection of the Goods by the Buyer and withdrawal from the Contract, any money paid to the Seller in respect of the rejected Goods shall be repaid forthwith by the Seller upon the Buyer's request within 30 days. The Buyer reserves the right to reject the Goods whether or not any part of the Goods was previously accepted by the Buyer.
- 9.6. The Seller is obliged to subject all Goods to be supplied to the Buyer or to the third parties under the Contract to an exit inspection.
- 9.7. The Buyer is not obligated to perform a detailed inspection of the Goods after delivery.

10. Title and Risk

- 10.1. Unless otherwise stated in the Order, risk of an accidental loss or damage to the Goods shall pass to the Buyer on a completion of delivery at the place specified in the Order.
- 10.2. The ownership the Goods or any part of them shall pass to the Buyer on the earlier of delivery of the Goods or upon sooner payment. This shall not affect any Buyer's right to reject the Goods or the Seller's liability for an accidental loss or damage to the Goods specified in the clause 10.1 above.

11. Price

The price for the Goods shall be the price specified in the Order and - unless otherwise agreed in writing - shall not include the value added tax. The price shall however include any other charges, including without limitation: costs of the Goods delivery and any applicable customs duty or taxes.

12. Payment

- 12.1. Unless otherwise agreed in writing, with respect to all Orders, the Buyer shall pay the price for the Goods within 60 days from the end of the month in which the Goods were delivered (on condition that the Buyer was timely provided with a properly issued invoice). Time for payment shall not be of the essence of the Contract.
- 12.2. The Buyer shall be liable for the interest on late payments at the rate of 3% above the base rate of National Westminster Bank Plc annually.

13. Invoices

- 13.1. All invoices shall be issued in accordance with the Polish applicable laws and sent to the "Accounts Office" of the Buyer to the address indicated by the Buyer and cover in particular the relevant Buyer's purchase order number.
- 13.2. The invoice shall be issued in the currency which is stated on the Order.
- 13.3. The Seller accepts and acknowledges that without fulfilment of the requirements specified in the clauses 13.1 – 13.2 above, the Buyer cannot process with the payment. Any invoice which requires a credit note from the Seller will not be paid until the credit note of the correct value is received. The credit note shall indicate the Buyer's purchase order number.

14. Offset of amount due

- 14.1. The Buyer may set off any due or undue monetary claims it has towards the Seller with the Seller's due or undue monetary claims towards the Buyer.
- 14.2. The Seller is not entitled to any set off of any claims it has towards the Buyer.

15. Indemnity

The Seller shall indemnify the Buyer against all losses, actions, costs, claims, demands, expenses and liabilities, howsoever arising or already incurred by the Buyer directly and indirectly related to:

- 15.1. Seller's failure to deliver the Goods which conform to all applicable legislation at the time of delivery;
- 15.2. Seller's providing insufficient and/or inaccurate and/or incomplete information;
- 15.3. Seller's failure to provide adequate written notice of any change in product specification; and
- 15.4. if the clause 7.1.2 applies - any breach of the warranty as to fitness for purpose.

16. Statutory Requirements

- 16.1. The Goods and/or services shall be provided by the Seller in compliance with all applicable laws and regulations. To the extent that any codes, guidance and/or requirements are advisory rather than mandatory, the standard of compliance to be achieved by the Seller shall be the best practice of the relevant industry. In all cases the costs of compliance shall be borne by the Seller.
- 16.2. All Goods supplied shall be of the nature, substance and quality described by the Seller, in accordance with the clause 7 above.
- 16.3. The Seller shall obtain and maintain at all times all necessary licences and consents and comply with all applicable laws and regulations and observe all health and safety rules and regulations and any other security requirements that apply at any of the Buyer's premises.

17. REACH

- 17.1. The Seller shall provide the Buyer in a timely manner with all relevant information regarding the Goods as specified in the EC Regulation on REACH (EC 1907/2006) (the "**REACH Regulation**"), especially necessary in order to comply with Buyer's obligations under the REACH Regulation.
- 17.2. Where the Seller is located outside of the European Union and there is a requirement to pre-register and/or register the Goods pursuant to the REACH Regulation, the Buyer and the Seller shall agree who will be the registrant.
- 17.3. Where the Seller is the registrant, it shall pre-register and register the Goods at its own cost and expense in a timely manner under the REACH Regulation. A failure in doing so shall constitute

a material breach of the Contract and entitles the Buyer to withdrawal from the Contract in accordance with the clause 22 of these Conditions.

- 17.4. Where the Buyer is the registrant, the Seller shall supply at its own cost all relevant information and co-operate fully with the Buyer in order to pre-register and register the Goods in a timely manner under the REACH Regulation. In addition, Seller agrees to reimburse the Buyer on an indemnity basis for all costs incurred by the Buyer in complying with the obligations imposed by the REACH Regulation. The Seller's failure to comply with these obligations shall entitle the Buyer to terminate the Contract in accordance with clause 22 of these Conditions.
- 17.5 The Seller shall ensure that all Safety Data Sheets relating to the Goods are kept updated and shall - as soon as reasonably possible - inform the Buyer of any information it acquires or becomes aware of, concerning any hazardous properties of the Goods or risk management measures.

18. Changes to products, processes or site of Manufacture

- 18.1. The Seller shall notify the Buyer in writing in an appropriate time if the Seller intends to make any changes to the products and/or processes, alterations to specifications/analytical methods, site of manufacture or other material changes relating to the Goods.
- 18.2. If the Seller fails to notify the Buyer of any change described in the clause 18.1 above at least 30 days prior to such change, then the Buyer shall be entitled to submit to the Seller a written notification on withdrawal from the Contract within 30 days from the date of delivery of the Goods. This contractual right of withdrawal from the Contract does not exclude the Buyer's statutory right to withdraw from the Contract in accordance with the Polish Civil Code.

19. Sub Contracting

The Orders shall not be assigned or subcontracted either wholly or in part without the prior written consent of the Buyer.

20. Intellectual Property

The Seller warrants that the design, construction, quality and supply of the Goods specified in the Order will not infringe any patent, trade mark, service mark, registered design, know-how, confidential information, rights under licenses or copyright or rights of the same or similar effect or nature in any part of the world and shall indemnify the Buyer against any action, claim, demand, costs, charges and expenses (including legal costs) arising from or incurred by reason of any infringement of this warranty. This clause shall survive the withdrawal from the Contract.

21. Confidentiality

The Seller shall not, without the Buyer's prior, written consent, disclose or make use of information contained in any specifications of products or formulations of the Buyer, or any other information which the Buyer expressly makes known to the Seller is of a confidential nature or such information which can reasonably be implied to be of a confidential nature, other than for the execution of the Order from the Buyer. The Seller shall restrict disclosure of such confidential material to its employees, agents or subcontractors except for the information they need to know for the purpose of discharging the Seller's obligations to the Buyer and shall ensure that such employees, agents or subcontractors are subject to similar obligations of confidentiality as these binding the Seller. This clause shall survive the withdrawal from the Contract.

22. Withdrawal from the Contract

22.1. Without prejudice to any other rights of the Buyer, the Buyer shall be entitled to withdraw from the Contract with an immediate effect in the following events:

- 22.1.1. the Seller commits a material breach of any of the terms and conditions of the Contract;
or
- 22.1.2. any distress, execution or other process is levied upon any of the assets of the Seller;
or
- 22.1.3. the Seller makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a liquidation in bankruptcy proceedings and except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Seller or notice of intention to appoint an administrator is given by the Seller or its directors or by a qualifying floating charge holder, or a resolution is passed or a petition presented to any court for the winding-up of the Seller or for the granting of an administration order in respect of the Seller, or any proceedings are commenced relating to the insolvency or possible insolvency of the Seller; or
- 22.1.4. the Seller ceases or threatens to cease to carry on its business; or
- 22.1.5. the financial position of the Seller deteriorates to such an extent that in the opinion of the Buyer the capability of the Seller adequately to fulfill its obligations under the Contract has been placed in jeopardy.

The Buyer exercises his right of withdrawal by submitting to the Seller a written notification on withdrawal from the Contract within 60 days from the date of delivery stemming from the Contract. These contractual rights of withdrawal from the Contract does not exclude the Buyer's statutory right to withdraw from the Contract in accordance with the Polish Civil Code.

- 22.2. Notwithstanding the above, the Buyer shall be entitled to withdraw from the Contract for any reason - in whole or in part.
- 22.3. In order to exercise the right described in the clause 22.2 above, the Buyer shall submit to the Seller a written notification on withdrawal from the Contract within 30 days from the date of delivery. This contractual right of withdrawal from the Contract does not exclude the Buyer's statutory right to withdraw from the Contract in accordance with the Polish Civil Code.
- 22.4. Upon the notification on withdrawal all work on the Contract shall be discontinued and the Buyer shall pay to the Seller fair and reasonable compensation for work in progress at the time of receipt of the notification on withdrawal but such compensation shall not include loss of anticipated profits or any consequential loss.
- 22.5. The withdrawal from the Contract, howsoever arising, will be without prejudice to the rights and duties of the Buyer accrued prior to the withdrawal. The conditions which expressly or implied have effect after withdrawal will continue to be enforceable notwithstanding the withdrawal.

23. Insurance

The Seller ensures that it has adequate insurance coverage with an insurer of good repute to cover any possible claims under the Contract, these Conditions or any other claims or demands which may be brought or made against the Seller by any person suffering any injury, damage or loss in connection with the Contract including, but not limited to: (a) Product Liability Insurance to the value of ten (10) million Euro per claim (or the equivalent in local currency); (b) Employers Liability Insurance to the value of five (5) million Euro per claim (or the equivalent in local currency). The Seller shall, upon request by the Buyer, produce to the Buyer its policy or policies of insurance, together with the receipt for the last premium in respect of each policy.

24. Force Majeure

- 24.1. For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of either party including but not limited to strikes, lock-outs or other industrial disputes (except involving the affected party's own workforce), act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, fire, flood, storm, the imposition of any embargo, export or import restrictions, quota or other restrictions or prohibitions, or the failure to grant any necessary licence or consent and, where relating to the Buyer, any import restriction or material change in import tariffs and costs arising as a result of or in connection with the United Kingdom's withdrawal from the European Union having an impact on the Buyer's ability to fulfill its obligation under this Agreement.
- 24.2. Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract as a result of a Force Majeure Event.
- 24.3. If the Force Majeure Event prevents either party from complying with its obligations under the Contract for a period exceeding 4 weeks, either party shall, without limiting its other rights or remedies, have the right to withdraw from the Contract immediately by giving written notice to the other. In order to exercise this right, the party shall submit to the other party a written notification on withdrawal from the Contract within 6 weeks from the date of delivery stemming from the Contract. This contractual right of withdrawal from the Contract does not exclude each party's statutory right to withdraw from the Contract in accordance the Polish Civil Code.

25. General

If any provision of the Contract or the Conditions is found by any court, tribunal or administrative body of competent jurisdiction to wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, the remaining provisions of the Contract shall remain in full force and effect.

26. Consumer Protection

- 26.1. The Seller warrants that all Goods supplied to the Buyer together with all necessary instructions, information and warnings supplied with them will be designed, manufactured and produced in such a manner as to ensure that under no circumstances could the Goods be held to be defective or hazardous pursuant to all relevant provisions of law related to consumer protection.
- 26.2. If the Seller becomes aware at any time of any incidents, events or discoveries which are in any way relevant to the safe operation of Goods previously supplied, the Seller shall without delay issue written notice of them to the Buyer.
- 26.3. The Seller shall indemnify, reimburse and compensate the Buyer for all losses and damages (including costs, expenses and charges for legal action in which the Buyer may be involved) which the Buyer may incur or have to bear as a result of any claim or claims arising as a result of the Goods being adjudged defective or hazardous pursuant to all relevant provisions of law related to consumer protection.

- 26.4. The Seller undertakes to maintain adequate insurance coverage (with insurers of high reputation) in respect of liability pursuant to all relevant provisions of law related to consumer protection and to produce to the Buyer without delay - upon request - a copy or copies of the relevant insurance policy or policies.

27. Product Safety and Product Recall

- 27.1. The Seller shall immediately notify the Buyer (and where such notification is oral, the Seller shall confirm such notification in writing as soon as reasonably practicable) if the Seller has any reason to believe or suspect that there is any defect in the Goods that would render the Goods unsafe to any purchaser or user of such Goods or cause an unacceptable risk to consumers, or any error or omission in the instructions for use and/or assembly of the Goods which exposes or may expose consumers or purchasers to any risk of death, injury or damage to property. The Seller shall promptly provide the Buyer with all relevant details (as the Buyer may reasonably request) relating to the circumstances giving rise to the notification.
- 27.2. Without prejudice to the Seller's product safety obligations under any relevant legislation, the Seller shall at its own cost and expense:
- 27.2.1. use all reasonable endeavors to co-operate with the Buyer to take any remedial action necessary to minimize the impact of any defect in the Goods, including without limitation: making any agreed notifications to the relevant enforcement authorities, and issuing any written or other notification to the Buyer's customers about the manner of operation of the Goods;
 - 27.2.2. withdraw any Goods already sold by the Buyer to its customers;
 - 27.2.3. collect any withdrawn or defective Goods held by the Buyer;
 - 27.2.4. appropriately destroy and dispose of any withdrawn or defective Goods;
 - 27.2.5. comply with any reasonable Buyer's directions (including, without limitation, any request of the Buyer to label the Goods in a manner that the Buyer deems appropriate to warn consumers) in respect of the Goods; and
 - 27.2.6. comply with any other arrangements as may be agreed between the parties in respect of the Goods.
- 27.3. The Seller shall indemnify the Buyer against all costs, claims, liabilities, proceedings and expenses incurred by the Buyer by reason of any act or omission of the Seller or any breach by the Seller of the terms of the Contract which renders the Goods defective or unsafe. This includes the obligation of the Seller to return to the Buyer the price of the Goods purchased and subsequently withdrawn.

28. Modification of the Conditions

The Buyer reserves a right to revise this Condition at any time with prior notice of 2 months to the Seller. Unless otherwise specified, the amended Conditions become applicable to all Purchase Offers placed after the date on which the Conditions become effective.

29. Law

- 29.1. These Conditions, and any contract or dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) between the parties shall be governed and interpreted according to the laws of Poland. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980, shall not apply.

- 29.2. All disputes arising in connection of the Contract and/or interpretation of these Conditions shall be exclusively submitted to the Polish court competent for the registered office of the Buyer.

30. Compliance

The Seller:

- (i) will comply with all applicable laws, statutes, and regulations relating to competition, anti-corruption and anti-bribery including, but not limited to, the Bribery Act 2010;
- (ii) acknowledges that it has access to, and reviewed, a copy of the Univar Code of Conduct, Trade Compliance Policy, Anti-Bribery Policy Anti-Trust and Corruption Policy at <https://www.univarsolutions.com/> and shall adhere to the principles contained therein, and any further compliance policies provided to the Buyer, as updated from time to time;
- (iii) will have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the matters referred to at 30.(i) and 30.(ii), to ensure continued compliance.

31. Non-waiver:

A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. 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.

32. Data Protection

Should the Seller receive any personal data, as defined by the General Data Protection Regulations (EU) 2016/679, as amended, replaced or superseded from time to time, including by the laws implementing or supplementing the General Data Protection Regulation (the "GDPR") from the Buyer, the Seller shall ensure that it fully complies with the GDPR and only deals with the data in so far as required to fulfil its obligations under the Contract and these terms.

The Seller hereby agrees to indemnify the Buyer against all claims, demands, actions, suits, judgments, orders, damages, costs, losses, expenses and liabilities suffered or incurred by the Buyer as a result of any breach of the GDPR by the Seller.

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