

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day	means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
Business Hours	means the period from 9.00 am to 5.30 pm on any Business Day;
Commencement Date	has the meaning given in clause 2.2;
Conditions	means these terms and conditions as amended from time to time in accordance with clause 25;
Contract	means the contract between Cresset and the Supplier for the supply of Goods and/or Services in accordance with these Conditions;
Control	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be interpreted accordingly;
Controller	has the meaning given to it in the Data Protection Legislation;
Cresset	means Cresset Biomolecular Discovery Limited registered in England and Wales with company number 04151475;
Cresset Materials	has the meaning set out in clause 5.3.9;
Data Protection Legislation	means: <ul style="list-style-type: none">• to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data.• to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Cresset or the Supplier is subject, which relates to the protection of Personal Data;



cresset[®] Terms and Conditions of Purchase

Deliverables	means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);
Delivery Location	has the meaning given in clause 4.2.2;
EU GDPR	the General Data Protection Regulation (EU) 2016/679);
Goods	means the goods (or any part of them) set out in the Purchase Order;
Goods Specification	means any specification for the Goods, including any related plans and drawings, that is agreed in writing by Cresset and the Supplier;
Intellectual Property Rights	means patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
Mandatory Policies	means Cresset's business policies and codes listed in Schedule 1;
Personal Data	has the meaning given to it in the Data Protection Legislation;
Processor	has the meaning given to it in the Data Protection Legislation;
Purchase Order	means Cresset's purchase order form for the supply of Goods and/or Services issued to the Supplier;

Services	means the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification;
Service Specification	means the description or specification for Services agreed in writing by Cresset and the Supplier;
Supplier	means the person or firm from whom Cresset purchases the Goods and/or Services;
Supplier's Background Intellectual Property	means any Intellectual Property Rights owned by, licensed to or otherwise controlled by the Supplier prior to the Commencement Date or created or acquired by the Supplier after the Commencement Date, that is relevant to the supply of Goods and/or Services;
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2 A person means includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a party includes its personal representatives, successors and permitted assigns.

1.4 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.5 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.6 A reference to writing or written excludes fax but not email.

1.7 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

2. BASIS OF CONTRACT

2.1 The Purchase Order constitutes an offer by Cresset to purchase Goods and/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:
- 2.2.1 the Supplier issuing written acceptance of the Purchase Order; or
 - 2.2.2 any act by the Supplier consistent with fulfilling the Purchase Order,
- at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.5 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.
- 3. SUPPLY OF GOODS**
- 3.1 The Supplier shall ensure that the Goods shall:
- 3.1.1 correspond with their description and any applicable Goods Specification;
 - 3.1.2 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 by Cresset, expressly or by implication, and in this respect Cresset relies on the Supplier's skill and judgement;
 - 3.1.3 where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
 - 3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.3 Cresset may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

3.4 If following such inspection or testing Cresset considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, Cresset shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.5 Cresset may conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. DELIVERY OF GOODS

4.1 The Supplier shall ensure that:

4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

4.1.3 it states clearly on the delivery note any requirement for Cresset to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods:

4.2.1 on the date specified in the Purchase Order or, if no such date is specified, then within 14 days of the date of the Purchase Order;

4.2.2 to Cresset's premises at New Cambridge House, Bassingbourn Road, Litlington, Cambridgeshire, SG8 0SS, UK or such other location as is set out in the Purchase Order or as instructed by Cresset before delivery (**Delivery Location**); and

4.2.3 during Cresset's normal hours of business on a Business Day, or as instructed by Cresset.

4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

4.4 The Supplier shall not deliver the Goods in instalments without Cresset's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Cresset to the remedies set out in clause 6.1.

4.5 Title and risk in the Goods shall pass to Cresset on completion of delivery.

5. SUPPLY OF SERVICES

5.1 The Supplier shall from the date set out in the Purchase Order and for the duration of the Contract supply the Services to Cresset in accordance with the terms of the Contract.

5.2 The Supplier shall meet any performance dates for the Services specified in the Purchase Order or that Cresset notifies to the Supplier and time is of the essence in relation to any of those performance dates.

5.3 In providing the Services, the Supplier shall:

5.3.1 co-operate with Cresset in all matters relating to the Services, and comply with all instructions of Cresset;

5.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

5.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

5.3.4 ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that Cresset expressly or impliedly makes known to the Supplier;

5.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;

5.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Cresset, will be free from defects in workmanship, installation and design;

5.3.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;

5.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of Cresset's premises;

5.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by Cresset to the Supplier (**Cresset Materials**) in safe custody at its own risk, maintain

Cresset Materials in good condition until returned to Cresset, and not dispose of or use Cresset Materials other than in accordance with Cresset's written instructions or authorisation;

5.3.10 not do or omit to do anything which may cause Cresset to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Cresset may rely or act on the Services; and

5.3.11 comply with any additional obligations as set out in the Service Specification.

6. CRESSET REMEDIES

6.1 If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, or both, Cresset shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:

6.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;

6.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;

6.1.3 to recover from the Supplier any costs incurred by Cresset in obtaining substitute goods and/or services from a third party;

6.1.4 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and

6.1.5 to claim damages for any additional costs, loss or expenses incurred by Cresset which are in any way attributable to the Supplier's failure to meet such dates.

6.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting or affecting other rights or remedies available to it, Cresset shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:

6.2.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;

6.2.2 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;

6.2.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

- 6.2.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - 6.2.5 to recover from the Supplier any expenditure incurred by Cresset in obtaining substitute goods from a third party; and
 - 6.2.6 to claim damages for any additional costs, loss or expenses incurred by Cresset arising from the Supplier's failure to supply Goods in accordance with clause 3.1.
- 6.3 If the Supplier has supplied Services that do not comply with the requirements of clause 5.3.4 then, without limiting or affecting other rights or remedies available to it, Cresset shall have one or more of the following rights and remedies:
- 6.3.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 6.3.2 to return the Deliverables to the Supplier at the Supplier's own risk and expense;
 - 6.3.3 to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
 - 6.3.4 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - 6.3.5 to recover from the Supplier any expenditure incurred by Cresset in obtaining substitute services or deliverables from a third party; and
 - 6.3.6 to claim damages for any additional costs, loss or expenses incurred by Cresset arising from the Supplier's failure to comply with clause 5.3.4.
- 6.4 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 6.5 Cresset's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.
- 7. CRESSET'S OBLIGATIONS**
- 7.1 Cresset shall:
- 7.1.1 where the provision of the Services requires the Supplier to have access to Cresset's premises, provide the Supplier with such reasonable access at reasonable times, to the extent necessary for the performance of the Services; and

7.1.2 provide such necessary information for the provision of the Services as the Supplier may reasonably request.

8. CHARGES AND PAYMENT

8.1 The price for the Goods:

8.1.1 shall be the price set out in the Purchase Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and

8.1.2 shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by Cresset.

8.2 The charges for the Services shall be set out in the Purchase Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Cresset, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

8.3 In respect of the Goods, the Supplier shall invoice Cresset on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice Cresset on completion of the Services. Each invoice shall include such supporting information required by Cresset to verify the accuracy of the invoice, including the relevant purchase order number.

8.4 In consideration of the supply of Goods and/or Services by the Supplier, Cresset shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

8.5 All amounts payable by Cresset under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to Cresset, Cresset shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

8.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from the due date.

8.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Cresset to inspect such records at all reasonable times on request.

8.8 Cresset may at any time, without notice to the Supplier, set off any liability of the Supplier to Cresset against any liability of Cresset to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, Cresset may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Cresset of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 All Supplier's Background Intellectual Property is and shall remain the exclusive property of the Supplier (or, where applicable, the third party from whom the Supplier's right to use the Supplier's Background Intellectual Property has derived), and nothing in these terms shall operate to transfer any Supplier's Background Intellectual Property to Cresset.

9.2 The Supplier grants to Cresset a royalty-free, non-exclusive, perpetual, worldwide, sub-licensable licence to use the Supplier's Background Intellectual Property to the extent necessary to utilise the Deliverables.

9.3 In relation to the Deliverables:

9.3.1 the Supplier assigns to Cresset, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Deliverables;

9.3.2 the Supplier shall obtain waivers of all moral rights in the Deliverables to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction; and

9.3.3 the Supplier shall, promptly at Cresset's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Cresset may from time to time require for the purpose of securing for Cresset all right, title and interest in and to the Intellectual Property Rights assigned to Cresset in accordance with clause 9.3.1.

9.4 Cresset grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy any materials provided by Cresset to the Supplier for the term of the Contract for the purpose of providing the Services to Cresset.

9.5 The Supplier acknowledges that all rights in Cresset Materials are and shall remain the exclusive property of Cresset.

10. INDEMNITY

10.1 The Supplier shall indemnify Cresset against, and covenant to pay Cresset, an amount equal to:

10.1.1 all losses (including, but not limited to, all direct, indirect and consequential losses), liabilities, costs, damages and expenses that Cresset does or will incur or suffer;

10.1.2 all claims or proceedings made or brought or threatened against Cresset by any person and all losses, liabilities or costs (on a full indemnity basis), damages and expenses Cresset does or will incur or suffer as a result of defending or settling any such actual or threatened claims or proceedings,

in each case arising out of or in connection with:

10.1.3 any claim made against Cresset for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding Cresset Materials);

10.1.4 any claim made against Cresset by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and

10.1.5 any claim made against Cresset by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.

10.2 This clause 10 shall survive termination of the Contract.

11. LIMITATION OF LIABILITY

11.1 References in this clause include every kind of liability arising under or in connection with the Contract, including in contract, tort (including negligence), misrepresentation, restitution or otherwise.

11.2 Nothing in the Contract shall limit or exclude liability for:

11.2.1 death or personal injury caused by negligence;

11.2.2 fraud or fraudulent misrepresentation;

- 11.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and/or
 - 11.2.4 any other liability which cannot be limited or excluded by applicable law.
- 11.3 Nothing in the Contract shall limit or exclude:
- 11.3.1 Cresset's payment obligations under the Contract; and
 - 11.3.2 the Supplier's liability under the indemnity contained in clause 10.
- 11.4 Subject to clause 11.2 and clause 11.3:
- 11.4.1 neither party's liability to the other under the Contract shall exceed 100% of the price paid or payable by Cresset under it; and
 - 11.4.2 indirect or consequential loss shall be wholly excluded under the Contract.

12. INSURANCE

During the term of the Contract and for a period of 12 months thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on Cresset's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

13. CONFIDENTIALITY

- 13.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.2.
- 13.2 Each party may disclose the other party's confidential information:
- 13.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
 - 13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

14. COMPLIANCE WITH RELEVANT LAWS AND POLICIES

14.1 In performing its obligations under the Contract, the Supplier shall comply with:

14.1.1 all applicable laws, statutes, regulations and codes from time to time in force; and

14.1.2 the Mandatory Policies.

15. DATA PROTECTION

15.1 The parties agree that they shall comply with the Data Protection Legislation to the extent to which it applies to the Contract. This clause 15, and Schedule 2, are in addition to, and do not relieve, remove or replace a party's obligations or rights under the Data Protection Legislation.

15.2 The parties have determined that for the purposes of the Data Protection Legislation, the Supplier may, in some circumstances act as an independent Controller, and in other circumstances act as a Processor on behalf of Cresset, each in relation to certain Personal Data shared with the Supplier by Cresset pursuant to the Contract.

15.3 To the extent that Cresset shares Personal Data with the Supplier, each acting as Data Controllers, the parties acknowledge that for the purposes of the Data Protection Legislation, each party shall be independent Controllers of that Personal Data.

15.4 Without prejudice to the generality of clause 15.1, any party disclosing Personal Data to the other will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the other party for the duration and purposes of the Contract.

15.5 To the extent Cresset shares Personal Data with the Supplier to carry out processing on Cresset's behalf, the provisions of Schedule 2 shall apply to Cresset and the Supplier, in addition to each party's obligations or rights under the Data Protection Legislation.

16. TERMINATION

16.1 Without affecting any other right or remedy available to it, Cresset may terminate the Contract:

16.1.1 with immediate effect by giving written notice to the Supplier if:

16.1.1.1 there is a change of Control of the Supplier; or

16.1.1.2 the Supplier commits a breach of clause 14.

- 16.1.2 for convenience by giving the Supplier three months' written notice.
- 16.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 16.2.1 the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified in writing to do so;
- 16.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- 16.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

17. CONSEQUENCES OF TERMINATION

- 17.1 On termination of the Contract, the Supplier shall immediately deliver to Cresset all Deliverables whether or not then complete, and return all Cresset Materials. If the Supplier fails to do so, then Cresset may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 17.2 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 17.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

18. ASSIGNMENT AND OTHER DEALINGS

- 18.1 Cresset may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.

18.2 The Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Cresset.

19. **SUBCONTRACTING**

The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of Cresset. If Cresset consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

20. **NOTICES**

20.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

20.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

20.1.2 sent by email to the email address as set out in the Purchase Order (or an address substituted in writing by the party to be served).

20.2 Any notice shall be deemed to have been received:

20.2.1 if delivered by hand, at the time the notice is left at the proper address;

20.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

20.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

20.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21. **SEVERANCE**

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 21 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. **WAIVER**

22.1 Except as set out in clause 2.5, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

22.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

23. **NO PARTNERSHIP OR AGENCY**

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24. **THIRD PARTY RIGHTS**

The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

25. **VARIATION**

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

26. **GOVERNING LAW**

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

27. **JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

SCHEDULE 1

MANDATORY POLICIES

The Mandatory Policies are:

- Supplier's Code of Conduct, as available [here](#).
- Privacy Policy, as available [here](#).

SCHEDULE 2**DATA PROTECTION****28. DATA PROTECTION**

- 28.1 The definitions in clause 1.1 and the following definitions apply in this Schedule 2:
- 28.1.1 **Data Subject, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.
 - 28.1.2 **Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.
 - 28.1.3 **EU Law:** the law of the European Union or any member state of the European Union.
 - 28.1.4 **Purpose:** the provision of the Goods and/or Services by the Supplier to Cresset, for each party to carry out its contractual obligations under the Contract and the provision of any other products or services purchased by the Customer from time to time.
- 28.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Schedule 2 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 28.3 The parties acknowledge that for the purposes of the Data Protection Legislation, Cresset is the Controller and the Supplier is the Processor. Part 1 of Schedule 2 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 28.4 Without prejudice to the generality of Paragraph 28.2, Cresset will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Personal Data to the Supplier for the duration and purposes of the Contract.
- 28.5 Without prejudice to the generality of Paragraph 28.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:
- 28.5.1 process that Personal Data only on the documented written instructions of Cresset (which shall be to process the Personal Data for the purposes set out in Appendix 1), unless the Supplier is required by Domestic Law or EU Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law or EU Law as the basis for processing Personal Data, the Supplier shall promptly notify Cresset of this before

performing the processing required by the Domestic Law or EU Law unless the Domestic Law or EU Law prohibits the Supplier from so notifying Cresset;

- 28.5.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by Cresset, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 28.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 28.5.4 not transfer any Personal Data outside of the UK or EEA unless the prior written consent of Cresset has been obtained and the following conditions are fulfilled:
 - 28.5.4.1 Cresset or the Supplier has provided appropriate safeguards in relation to the transfer;
 - 28.5.4.2 the Data Subject has enforceable rights and effective legal remedies;
 - 28.5.4.3 the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 28.5.4.4 the Supplier complies with reasonable instructions notified to it in advance by Cresset with respect to the processing of the Personal Data;
- 28.5.5 assist Cresset, at Cresset's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 28.5.6 notify Cresset without undue delay on becoming aware of a Personal Data Breach;

- 28.5.7 at the written direction of Cresset, delete or return Personal Data and copies thereof to Cresset on termination of the Contract unless required by Domestic Law or EU Law to store the Personal Data; and
- 28.5.8 maintain complete and accurate records and information to demonstrate its compliance with this Schedule 2, and, for this purpose, allow for reasonable audits by Cresset or Cresset's designated auditor on reasonable written notice, and immediately inform Cresset if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation; and
- 28.6 Cresset may, at any time on not less than 30 (thirty) days' notice, revise this Schedule 2, by replacing it with any applicable Controller to Processor standard clauses or similar terms adopted under the Data Protection Legislation or forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).
29. **SUB-PROCESSORS**
- 29.1 Cresset hereby acknowledges and agrees that the Supplier may engage sub-processors to process Personal Data in connection with the performance of its obligations under the Contract, subject to this paragraph 29.
- 29.2 A list of sub-processors as of the date of the Contract is part of Part 1. Cresset hereby approves the use of these sub-processors.
- 29.3 Without prejudice to the generality of Paragraph 28.2, the Supplier shall:
- 29.3.1 ensure that the terms on which it appoints such sub-processors comply with Data Protection Legislation, and are consistent with the obligations imposed on the Supplier in this paragraph 29;
- 29.3.2 remain responsible and fully liable for the acts and omissions of any such sub-processor as if they were the acts and omissions of the Supplier; and
- 29.3.3 inform Cresset of any intended changes concerning the addition or replacement of the sub-processors, thereby giving Cresset the opportunity to object to such changes on data protection grounds. If Cresset objects to any additional or replacement sub-processors on data protection grounds, the parties will discuss in good faith, and use reasonable endeavours to find an alternative sub-processor reasonably acceptable to Cresset.

Part 1– Processing by the Supplier

Description	Details
Scope of processing	[Short description of what the processing is about]
Duration of the processing	The duration of Supplier’s Contract with Cresset, or longer if required by applicable law.
Nature and purposes of the processing	<p>The Supplier will process Personal Data transferred to it as required for the Purpose.</p> <p>The nature of the processing may include collection, recording, organisation, structuring, storage, adaptation, retrieval, consultation, use, disclosure, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of Personal Data in each case as necessary for the Purpose.</p>
Type of Personal Data	<p>The types of Personal Data that the Supplier will process include [name, address, gender, email address, telephone number].</p> <p>[Such Personal Data may also include the following special categories of personal data such as [ethnicity, political opinions, religious beliefs, health or medical data, sexual orientation, trade union membership]].</p>
Categories of Data Subject	Data subjects may include (from time to time) [staff (including volunteers, agents and temporary workers), customers, and suppliers].
List of sub-processors (if applicable)	<p>[Not applicable.]</p> <p>OR</p> <p>[Supplier to list relevant sub-processors].</p>