



## Standard terms and conditions of purchase

### Contract terms

1. These are the general terms and conditions (the "Conditions"), which apply to all Signal Agency Limited's (the "Client") contracts with you (the "Supplier") as named in our order (the "Order") for the goods and services described in that Order (the "Goods" and/or "Services" as relevant). In these Conditions, any contract the Client makes with the Supplier is referred to as "the Contract."
2. Our Order is an offer by us to buy the Goods and/or the Services described in the Order subject to these Conditions. The Order shall be deemed to be accepted at the earlier of:
  - (a) the Supplier issuing written acceptance of the Order; or
  - (b) any act by the Supplier consistent with fulfilling the Order, at which point the Contract shall come into force.
3. Unless otherwise agreed in writing by a director of the Client, these Conditions shall apply to all Contracts entered into by the Client to the exclusion of any terms and conditions contained in the Supplier's acceptance of order or which are referred to by the Supplier in correspondence or negotiations. No employee of the Client other than directors of the Client has the authority to vary these Conditions.
4. The quantity, quality and description of the Goods and Services shall be as specified in our Order and/or any specification supplied.
5. Unless otherwise agreed in writing, these Conditions and the Contract shall be subject to and construed in accordance with English Law.
6. If any provision in these Conditions is held by any court or other competent authority to be void or unenforceable in whole or in part, the other provisions and the remainder of the affected provision shall continue to be valid.
7. No failure or delay by any party in exercising any of its rights under these Conditions shall be deemed to be a waiver of any thereof.
8. Orders are personal to the Supplier. It may not sub-contract the performance of its obligations without the prior written consent of the Client.

### VAT and charges

9. The price of the Goods or Services shall be as stated in the Order and, unless stated otherwise, shall be exclusive of any applicable VAT but inclusive of all charges for packaging, shipping, carriage, insurance and delivery.

### Payment

10. All payments shall be made within 30 days of the end of the month of invoice or, if later, after acceptance of the Goods and Services in question. If the Client defaults on these payment terms, the Supplier shall have the right to charge interest at 2 per cent above Royal Bank of Scotland Base Rate on the balance outstanding with effect from the due date of the relevant invoice until the outstanding amount is paid in full. Time of payment shall not be of the essence.
11. The Client may set-off against the price any sums owed to the Client by the Supplier.

## Delivery

12. Time of delivery shall be as set out in the Order, or if no date is specified, the Supplier shall specify a reasonable delivery date at the point of (or within 48 hours of delivery) the Order. In the event the Client objects to such delivery date it shall notify the Supplier and parties shall negotiate in good faith an alternate delivery date. Delivery shall be deemed to be made on receipt of the Goods and/or Services by the Client in its normal business hours.
13. Time of delivery of the Goods and Services is of the essence.

## Acceptance

14. The Client shall be entitled to reject any Goods delivered or Service performed which are not in accordance with the Contract and shall not be deemed to have accepted them until it has had a reasonable time to inspect them following delivery or performance, or, with respect to Goods, if later, within a reasonable time after any latent defect has become apparent.

## Force majeure

15. Neither party is liable to the other for failure to perform the obligations described in the Contract if the failure is due to unforeseen circumstances beyond its reasonable control.

## Ownership and risk

16. Ownership of the Goods and/or any deliverables which are provided in respect of the Services shall pass on delivery, or, if earlier, when payment for the Goods or Services (where relevant) is made.
17. Risk of damage to or loss of any Goods supplied to the Client will pass to the Client on delivery in accordance with the Contract.

## Rights and remedies

18. If Goods are not delivered or Services are not performed on the due date, the Client shall be entitled to terminate the Contract and/or cancel the Order (or any part) without liability and purchase substitute items or services elsewhere and recover from the Supplier any loss or additional costs incurred.
19. If any Goods or Services are not supplied or performed in accordance with the Contract, then the Client shall be entitled:
  - (a) to require the Supplier to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within seven days; or
  - (b) whether or not the Client has previously required the Supplier to repair the Goods or to supply replacement Goods or Services, to treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the price already paid.

## Warranties

20. The Supplier warrants to the Client that it is fully qualified, financed, organised, resourced and experienced to perform the Contract and that:
  - (a) the Goods will (i) be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by the Client; (ii) be free from defects in design, material or workmanship; (iii) correspond with any relevant specification or sample supplied; and will comply with all statutory requirements, regulations and laws relating to the manufacture and sale of the Goods; and

- (b) the Services will: (i) be performed by appropriately trained, supervised and qualified personnel with best care, skill and diligence; and (ii) will comply with all statutory requirements, regulations and laws relating to the performance of the Services.

## Data protection

21. The parties confirm that where the Services provided comprise of the Supplier's processing of Client personal data (as defined in Data Privacy laws (see below)), the Client shall be the controller and the Supplier shall be the processor with respect to such processing.
22. If, as a consequence of the Supplier's provision of the Services, a party considers that the relationship between them no longer corresponds to the intention of the parties, then it shall notify the other party and the parties shall discuss and agree in good faith such steps that may be required to confirm the parties' intention.
23. Each party shall comply with the obligations imposed on it by the General Data Protection Regulation (2016/679) ("GDPR") and all local laws or regulations implementing or supplementing the GDPR ("Data Privacy Law") with regard to Client personal data processed by it in connection with the performance of the Services.
24. Each party shall ensure that where the Services require the processing of Client personal data, the description of the Services in the Order or the information provided by the Supplier in response to the Order, includes the subject matter and duration of the processing; the nature and purpose of the processing; a description of the type(s) of Client personal data processed; and a description of the categories of the data subjects comprised within the Client personal data referred to in this condition. The information referred to in this condition will be reviewed annually to ensure the information is up-to-date and relevant.
25. The Supplier shall:
  - (a) only process the Client personal data in accordance with the documented instructions of the Client. Including transfers of Client personal data outside the European Economic Area, unless required to do so by EU Law to which the Supplier is subject, in which event the Supplier shall inform the Client of such legal requirement unless prohibited from doing so by EU Law on important grounds of public interest;
  - (b) immediately inform the Client if, in the Supplier's opinion, an instruction given by the Client to the Supplier under condition 25(a) infringes Data Privacy Laws;
  - (c) ensure that any persons authorised by it to process the Client personal data are subject to an obligation of confidentiality;
  - (d) implement appropriate technical and organisational measures to ensure that the Client personal data is subject to a level of security appropriate to the risks arising from its processing by the Supplier or its sub-processors; and
  - (e) notify the Client without undue delay and no later than 24 hours after becoming aware of a personal data breach (as defined in the GDPR).
26. Taking into account the nature of the processing, the Supplier shall assist the Client by appropriate technical and organisational measures for the fulfilment of the Client's obligation to respond to requests for exercising a data subject's rights under the GDPR.
27. Taking into account the nature of the processing and the information available to the Supplier, the Supplier shall assist the Client with regard to the Client's compliance with its obligations set out in Articles 32 - 36 of the GDPR.
28. Upon termination of the Services that require the processing of Client personal data (in whole or in part) the Supplier shall, at the election of the Client, deliver up or destroy such Client personal data which is in the possession of, or under the control of, the Supplier, except to the extent EU law requires the Supplier to store such Client personal data.
29. The Supplier shall, at the written request of the Client, provide the Client with all information necessary to demonstrate the Supplier's compliance with its obligations under this condition and shall allow for and contribute to audits and inspections conducted by or on behalf of the Client.

30. The Supplier shall maintain written records of its processing of the Client personal data in accordance with the requirements set out in Data Privacy Laws and shall make such records available to a supervisory authority on request.
31. The Supplier shall not sub-contract any part of the services requiring the processing of Client personal data, without the prior written consent of the Client.
32. The Supplier shall ensure that any sub-contracts it enters into shall be on the same terms to those set out in this Contract and in particular it shall ensure the sub-processor provides sufficient guarantees to implement appropriate technical and organisational measures in order that any processing of Client personal data is performed in accordance with the GDPR. The Supplier shall be fully liable for performance of the sub-processor's obligations.
33. Where, in accordance with the provisions Article 82(3) of the GDPR, both parties are responsible for the act, or omission to act, resulting in the payment of losses by a party or both parties, then a party shall only be liable for that part of such losses which is in proportion to its respective responsibility.
34. The Supplier agrees to indemnify and keep indemnified the Client in full against any claim that the Supplier has infringed the Data Privacy Laws as a result of any act, omission or negligence in the supply of the Goods or the performance of the Services or use of information or data supplied by the Client.

## Indemnity

35. The Supplier shall indemnify the Client in full against any and all liabilities, losses and expenses (including legal expenses) awarded against or incurred by the Client as a result of or in connection with:
  - (a) breach of warranty relating to the Goods and Services;
  - (b) any claim that the Goods or Services infringe the intellectual property rights of any person;
  - (c) any claim arising against the Client in respect of any breach or alleged breach by the Client of any statutory provision, regulation or other rule of law arising from the Supplier's acts or omissions or those of its employees, agents or subcontractors; and
  - (d) any act or omission of the Supplier or its employees, agents or subcontractors in the supply, delivery or installation of the Goods or performance of the Services including any injury, loss or damage to persons caused or contributed to by the negligence of the Supplier, its employees, agents or subcontractors or by faulty design, workmanship or materials.

## Cancellation

36. The Client can terminate the Contract immediately on written notice if the Supplier materially breaches any of the terms of the Contract, and, if the breach is capable of remedy, fails to remedy the breach within 14 days of receiving notification in writing specifying the breach and requiring its remedy.
37. Either the Client or the Supplier can also end the Contract immediately, by giving notice in writing, if the other:
  - (a) convenes a meeting of its creditors;
  - (b) becomes insolvent;
  - (c) is unable to pay its debts;
  - (d) has a receiver or administrative receiver appointed over its assets or business;
  - (e) is the subject of a petition presented to put it in liquidation.
38. Termination of the Contract will have no effect on any rights of either party which arose on or before termination.

## Confidentiality

39. All information supplied by the Client at any time is and remains the property of the Client and must be returned on request and must be kept by the Supplier as confidential.

## General

40. Any notices to be given by either party under this Contract should be delivered by first class post to the address of the other party in use during the Contract. A notice will be deemed to have been served within 48 hours of posting.
41. The Contract does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it.