

Terms and Conditions

Between Datagraphic Limited and Buyers
(‘Terms and Conditions’) for
Products/Services



Your
Terms and
Conditions



Terms and Conditions of trade between Datagraphic and Buyers ('Terms and Conditions') for Products/Services

Datagraphic Limited ('the Company') is a company registered in England & Wales number 1215380 with its registered office at Ireland Industrial Estate, Adelphi Way, Staveley, Chesterfield S43 3LS ENGLAND. Set out below are the Terms and Conditions on which the Company provides its Products/Services.

Only a person who has agreed to these Terms and Conditions is able to buy Products/Services. Once the Buyer places an order for Products/Services the Buyer will be deemed to have agreed to these Terms and Conditions and a legally binding contract, incorporating these Terms and Conditions, will then exist between the Buyer and the Company. The Buyer warrants that the Buyer is a business Buyer not a consumer and these Terms and Conditions have been drafted accordingly.

If the Buyer does not want to agree to these Terms and Conditions, the Buyer should not place any order for Products/Services.

If the Buyer agrees to be bound by these Terms and Conditions on behalf of a third-party (which may include the employer of the Buyer or other entity) named in the application details the Buyer provides to the Company the Buyer represents and warrants that the Buyer have full legal authority to bind that third-party to these Terms and Conditions.

1. Definitions

1.1 In these Terms and Conditions:

- **Applicable Law** means as applicable and binding on the Buyer, the Company and/or the Products/Services:
 - a) any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Products/Services are provided to or/in respect of.
- **Appropriate Safeguards** means such legally enforceable mechanism(s) for transfers of Personal Data as may be permitted under Data Protection Laws from time to time.
- **Buyer** means a person who buys Products/Services made available for sale.
- **Client-specific Stock** means stock which has been customised to a client's specifications or for a particular client's use.
- **Computer System** means the computer system and servers used by the Company.
- **Database** a collection of names and addresses and/or other information to be stored, amended, deleted or retrieved using the Computer System (and the meaning of "Data" shall be construed accordingly and shall include Personal Data as defined in Data Protection Legislation).
- **Data Controller** has the meaning given to that term (or to the term "Controller") in Data Protection Laws.
- **Data Processor** has the meaning given to that term (or to the term "Processor") in Data Protection Laws.
- **Data Protection Laws** means as applicable and binding on the Buyer, the Company and/or the Products/Services:
 - a) in the United Kingdom:
 - i) the Data Protection Act 1998 and any laws or regulations implementing Directive 95/46/EC (Data Protection Directive); and/or
 - ii) the GDPR, and/or any corresponding or equivalent national laws or regulations;
 - b) in member states of the European Union: the Data Protection Directive or the GDPR, once applicable, and all relevant member state laws or regulations giving effect to or corresponding with any of them; and
 - c) any Applicable Laws replacing, amending, extending, re-enacting or consolidating any of the above Data Protection Laws from time to time.
- **Data Protection Losses** means all liabilities, including all:
 - a) costs (including legal costs), claims demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); and
 - b) to the extent permitted by Applicable Law:
 - i) administrative files, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority;
 - ii) compensation which is ordered by a Supervisory Authority to be paid to a Data Subject; and
 - iii) the [reasonable] costs of compliance with investigations by a Supervisory Authority.
- **Data Subject** has the meaning given to that term in Data Protection Laws.
- **Data Subject Request** means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws.

- **GDPR** means the General Data Protection Regulation (EU) 2016/679.
 - **GDPR Date** means from when the GDPR applies on 25 May 2018.
 - **Inserts** any circular letter, envelope, leaflet or other document whether supplied by the Buyer, produced by the Company or by a third-party which are to be incorporated in a Mail Pack.
 - **International Organisation** means an organisation and its subordinate bodies governed by public international law, or any other body which is set up by, or on the basis of, an agreement between two or more countries.
 - **International Recipient** has the meaning given to that term in clause 10.6.1 .
 - **Mail Packs** one or more payslips, letters, financial statements, Inserts, envelopes, leaflets or other documents which are to be sent to a person or persons by one mailing (whether or not by the Company) and which it has been agreed are to be assembled by the Company.
 - **Personal Data** has the meaning given to that term in Data Protection Laws.
 - **Personal Data Breach** means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data.
 - **Processing** has the meanings given to that term in Data Protection Laws (and related terms such as **process** have corresponding meanings).
 - **Processing Instructions** has the meaning given to that term in clause 10.2.1.
 - **Products/Services** mean products of the Company including both products available for delivery and viewing on the Site including, but not limited to, web templates, E Payslips and other forms of stock content in the form of creative digital computer files, and/or physical products including payslips delivered or posted in accordance with your instructions.
 - **Protected Data** means Personal Data received from or on behalf of the Buyer in connection with the performance of the Company's obligations under these Terms and Conditions.
 - **Sign Off** means the Buyer's final approval of the Products/Services proofs by signature of an appropriate acceptance or, where applicable, by direct input of data.
 - **Site(s)** means any Software-as-a-Service (SaaS) site produced by the Company.
 - **Statement of Work** means the document substantially similar in form to the Statement of Work set out in Schedule 1 deserving the Products/Services to be provided by the Company to the Buyer which is agreed between the parties and signed by their authorised representatives in accordance with clause 1.2 of these Terms and Conditions.
 - **Sub-Processor** means another Data Processor engaged by the Company for carrying out processing activities in respect of the Protected Data on behalf of the Buyer.
 - **Supervisory Authority** means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws.
 - **Supplied Items** means materials and components including any data supplied by the Buyer, its agents or third-party suppliers to the Company.
 - **Term** means the period from the commencement of these Terms and Conditions, as defined in the Statement of Work.
 - **Terms and Conditions** means a contract for the supply of Products/Services.
- 1.2 The Schedules form part of these Terms and Conditions and shall have effect as if set out in full body of these Terms and Conditions. Any reference to these Terms and Conditions includes the Schedules.
2. **Statement of Work process**
- 2.1. These Terms and Conditions govern the overall relationship of the parties in relation to the Products/Services provided by the Company to the Buyer and sets out:
- a) In this clause 2, the procedure for the Buyer to request the provision of Products/Services from the Company under separate Statements of Work; and
 - b) In Schedule 1, the template form of Statement of Work to be entered into by the Company and the Buyer.
- 2.2. The Buyer shall be entitled from time to time to request in writing the provision of any Products/Services from the Company.
- 2.3. Within 10 Business Days of receipt of a written request from the Buyer, the Company shall either:
- a) inform the Buyer that the Company is not able to provide the requested Products/Services; or

- b) complete a draft Statement of Work containing the information referred to in the template Statement of Work at Schedule 1 and shall submit the draft Statement of Work to the Buyer for their written approval.

2.4. A Statement of Work shall not enter into force, be legally binding or have any other effect unless:

- a) the Statement of Work contains the information (or information substantially similar) as required by the template Statement of Work at Schedule 1, unless otherwise agreed between the parties;
- b) the Statement of Work has been signed by the authorised representatives of both parties; and
- c) as at the date the Statement of Work is signed, these Terms and Conditions have not terminated.

2.5. Each Statement of Work:

- a) shall be entered into by both the Company and the Buyer;
- b) forms a separate contract between the Company and the Buyer;
- c) shall incorporate the terms of these Terms and Conditions.

3. Commencement and duration

3.1. The Company shall provide the Products/Services to the Buyer on the basis of these Terms and Conditions and/or any applicable Statement of Work.

3.2. These Terms and Conditions shall commence on the Commencement Date and continue until it is terminated in accordance with these Terms and Conditions.

3.3. Each Statement of Work shall come into force on the date it is executed by the parties in accordance with clause 1 of these Terms and Conditions or such later date as specified in the Statement of Work and shall continue, unless terminated earlier in accordance with these Terms and Conditions or by law, until expiry of the Terms set out in the Statement of Work or shall terminate by a party serving notice in accordance with the Terms of the respective Statement of Work.

4. Production of Products/Services

4.1. Films, plates, dye cutters, perforations, stereos and other materials owned by the Company and used by it in the production of plates, filmsetting, negatives, positives and the like shall remain its exclusive property. When such items are supplied by the Buyer they shall remain the Buyer's property.

4.2. Unless expressly agreed otherwise and subject to the prior payment by the Buyer of any storage costs agreed to be payable to the Company in connection with any such agreement, the Company and/or its Sub-Processors shall be entitled to destroy any customised equipment including films forms dies and gravure cylinders after approval of delivered Products/Services. All final artwork and film (not in digital artwork) will be held for a maximum period of 12 months from Sign Off.

5. Availability and Use of the Site

5.1. The Site will usually (but without our accepting any obligation to ensure that this is the case) be available 24 hours a day, seven days a week or as defined in the Statement of Work and the Company has an uptime record at the time of drafting of these Terms and Conditions of well in excess of 99%.

5.2. The Company must reserve the right occasionally however to:

- 5.2.1. interrupt or suspend your right to access the whole or any part of the Site; and/or
- 5.2.2. alter, interrupt or suspend the provision of the whole or any part of the content and/or the services available on the Site.

The Buyer agrees that the Company will not be liable to the Buyer for any loss that the Buyer may suffer as a result of any such interruption, suspension or alteration.

6. Fees and Services

6.1. If the Buyer is a Buyer of a Product/Service the Buyer will pay a fee to use that Product/Service. All payments by Buyers for the Products/Services must be paid by BACS or cheque made payable to Datagraphic Limited and

sent to Datagraphic Limited, Butlers Leap, Rugby, CV21 3RQ. Quotations for Products or a service which includes printing are made subject to the suitability and availability of drawings, proofs or other instructions to be provided by the Buyer to the Company and of any Supplied Items (whether charged to the Company or not) and of any materials to be supplied by the Company which are specially requested by the Buyer and which are not normally used by the Company in the course of its business.

- 6.2. All quotations are made on the basis of the use of industry standard processed colours. If the Buyer wishes to use other colours, the Company may charge an additional charge.
- 6.3. Unless otherwise agreed the price payable by the Buyer shall be the price set out in the Company's quotation or, where applicable, the Company's published price list or pricing matrix current at the date of delivery of the Products/Services and is exclusive of:
 - 6.3.1. any costs of loading and carriage of the Products/Services;
 - 6.3.2. any export or import tax and/or duties; and
 - 6.3.3. any value added tax or other applicable sales tax or duty which will be added to the sum in question.
- 6.4. Prices may be altered by the Company without notice to the Buyer (although the Company will endeavour to give reasonable notice to the Buyer verbally or in writing) to reflect increases in the cost of manufacture or distribution of the Products or increases in the cost of providing services which are due to:
 - 6.4.1. any factor beyond the reasonable control of the Company; this includes foreign exchange fluctuation, currency regulation, alteration of duties, charges and taxes, increases in the cost of labour, materials, other manufacturing costs, service costs and transport costs including fuel costs; or
 - 6.4.2. any change in delivery dates, quantities or specifications for the Products/Services requested by the Buyer; or
 - 6.4.3. any delay in the Company receiving Supplied Items or receiving Supplied Items of inferior quality which require replacing or which require further work before they can be used in the opinion of the Company; or
 - 6.4.4. any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate information or instructions.
- 6.5. Any dispute as to the amount of any increase in price shall be governed by the dispute resolution procedure set out below.
- 6.6. If the Buyer requires delivery of the Products/Services to be expedited or notifies the Company of any special requirements regarding delivery of the Products/Services, the Company may charge the Buyer an additional sum to cover additional costs incurred including overtime payable to its employees or Sub-Processors.
- 6.7. Unless otherwise agreed in writing or stated on the Company's quotation, invoices are due for payment by the Buyer no later than 30 days from the end of the month in which the invoice is raised. Hybrid Mail is payable by the Buyer 7 days from the date of the invoice. Any mail delivery service is payable by the Buyer 14 days from the date of the invoice. Time for payment shall be of the essence.
- 6.8. The Company reserves the right at any time before proceeding or proceeding further with a Terms and Conditions to demand full or partial payment of monies due and payable under the Terms and Conditions and under any other contract between the Company and the Buyer.
- 6.9. Payments shall be made in such currency and into such bank account as the Company shall nominate from time to time in writing. Payment will not be considered to have been received until the Company has received cleared funds.
- 6.10. All payments payable to the Company under the Terms and Conditions shall become due immediately upon termination of the Terms and Conditions despite any other provision.
- 6.11. The Buyer shall make all payments due under the Terms and Conditions without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer and rights of set-off are otherwise waived and/or excluded.

- 6.12. If the production or delivery of the Products/Services is suspended at the request of the Buyer or delayed due to the default of the Buyer, the Company may charge the Buyer for the work carried out to such time, any materials ordered for the Buyer and any other additional costs incurred as a result of such suspension or delay, and such charge shall be payable immediately by the Buyer.
- 6.13. If the Buyer defaults in any payment then, without prejudice and in addition to the Company's other rights under the Terms and Conditions, it may suspend work, delay or withhold delivery or cancel the Terms and Conditions and retain any progress payments or payments on account already received under the Terms and Conditions or under any other contract between the Company and the Buyer, and/or may charge the Buyer interest (both before and after judgment) on the amount unpaid (pursuant to its statutory right to charge interest on late payments under the Late Payment of Commercial Debts (Interest) Act 1998) at the annual rate of 4% above HSBC Bank plc's base rate from time to time, accruing on a daily basis, until payment is made in full.
- 6.14. The Company shall have a lien on all undelivered Supplied Items or other goods being the subject of the Terms and Conditions for all monies due from the Buyer to the Company under any contract between them.
- 6.15. The Buyer shall indemnify and keep indemnified Datagraphic from and against any costs (including legal costs on an indemnity basis), expenses and other liabilities which Datagraphic may reasonably incur either before or after the commencement of any action, in connection with any legal proceedings Datagraphic may bring in respect of a breach by the Buyer of any of its obligations under the Terms and Conditions including proceedings for the collection of any sums due from the Buyer pursuant to the Terms and Conditions together with the enforcement of any settlement or judgement obtained in respect thereof.

7. Mail Packs

- 7.1. the Buyer shall specify the number of Mail Packs to be produced and/or delivered and the date on which the Mail Packs are to be delivered as defined in the Statement of Work;
- 7.2. the Buyer shall supply the Database and, where applicable, the Inserts to the Company no later than the date and time agreed between the parties. If the Buyer does not supply the Database and Inserts on time, the Company shall not be liable for any delay;
- 7.3. where it has been agreed that the postage shall be charged to the Company's account with Royal Mail or other carrier, the Buyer shall pay to the Company the gross amount of the postage (including VAT where required) or carriage charges due prior to the Mail Packs being collected by Royal Mail or other carrier from the Company. The Company shall be entitled to withhold delivery of the Mail Packs if the Buyer has an overdue account, until the Buyer has paid such sum; and
- 7.4. the Company excludes liability for consequential loss and it shall not be liable for any loss, damage or expense incurred or sustained by the Buyer as a result of any person not receiving a Mail Pack, any person receiving an incorrect Mail Pack, any person receiving a Mail Pack more than once or any person incorrectly receiving a Mail Pack, the Company is always happy to reprint or correct errors wherever feasible.

8. Intellectual Property

- 8.1. The Company, our licensors, or affiliates own all:
 - 8.1.1. the content of the Products;
 - 8.1.2. the look and feel, design and the organisation of the Site;
 - 8.1.3. the compilation of the materials on the Site; and
 - 8.1.4. the intellectual property rights (if any) subsisting in them.
- 8.2. The Buyer's use of the Site does not grant to the Buyer any ownership or analogous interest in any content, code, data or materials the Buyer may access on or through the Site or any intellectual property rights subsisting in any of those things except such Products/Services as the Buyer licenses as provided by the relevant licence. Your purchase of Products/Services does not confer any right to copy or reproduce them in whole or in part which is strictly prohibited.

- 8.3. The Company shall not produce or deliver any Products/Services which in its sole opinion are or may be obscene or otherwise illegal or libellous or which may infringe any Intellectual Property Rights of another party.
- 8.4. The Buyer shall indemnify and keep indemnified the Company against all actions, costs (including reasonable legal fees), claims, proceedings and demands arising directly or indirectly in respect of:
- 8.4.1. Products/Services which are obscene or otherwise illegal or libellous; or
 - 8.4.2. any infringement or alleged infringement by the Company of any Intellectual Property Rights attributable to the Company's use of any software, data or other materials in each case supplied by the Buyer and relating to the Products/Services or to the Company's complying with any instructions from or requirements of the Buyer relating to the Products/Services; or
 - 8.4.3. any breach of the Data Protection Legislation by the Company in carrying out its obligations under the Terms and Conditions, provided such breach was attributable to the Buyer failing to comply with its obligations under Data Protection Legislation and/or the Terms and Conditions.
- 8.5. The Buyer shall grant to the Company a non-exclusive licence to use the Buyer's Intellectual Property Rights in any film screens, drawings, artwork, designs, business forms, digital image files or other materials provided by it to the Company. The Buyer warrants that it owns the Intellectual Property Rights in the Supplied Items and that the Company's use of the Supplied Items and the Buyer's Materials will not infringe any third-party Intellectual Property Rights.
- 8.6. Any film screens, drawings, artwork, designs, business forms or other materials prepared by the Company in the production of the Products/Services and all Intellectual Property Rights therein are and shall remain the exclusive property of the Company which shall grant to the Buyer a non-exclusive licence to use the Company's Intellectual Property Rights in the Products/Services and its software only for the sole express purpose for which the Products/Services were supplied, and the Buyer shall have no licence for any other use without the express written consent of the Company.
- 8.7. The Company may reproduce any design of the Buyer in its own publicity material including brochures, presentations, catalogues, advertising material and the Company's website.

9. Trade Marks

- 9.1. The trade marks, logos, service marks and trade names (collectively the **Trade Marks**) displayed on the Website are provided by the Buyer and the Buyer warrants that it is the owner or have the permission and approval of the owner for use of that Trade Mark and the Buyer agrees that it will indemnify and hold harmless the Company for any loss, damage, claims or expenses as it may suffer or incur as a result of your breach of this warranty. Nothing contained on the Site should be construed as granting, by implication, or otherwise, any licence or right to use any Trade Mark displayed on the Site without the written permission of its owner.

10. Data Protection, Confidential Information and Privacy

- 10.1. Data Processor and Data Controller
- 10.1.1. The parties agree that, for the Protected Data, the Buyer shall be the Data Controller and the Company shall be the Data Processor.
 - 10.1.2. The Company shall process Protected Data in compliance with:
 - 10.1.2.1. the obligations of Data Processors under Data Protection Laws in respect of the performance of its obligations under these Terms and Conditions; and
 - 10.1.2.2. these Terms and Conditions.
 - 10.1.3. The Buyer shall comply with:
 - 10.1.3.1. all Data Protection Laws in connection with the processing of Protected Data, the Products and the exercise and performance of its respective rights and obligations under these Terms and Conditions, including maintaining all relevant regulatory registrations and notifications as required under Data Protection Laws; and
 - 10.1.3.2. these Terms and Conditions.
 - 10.1.4. The Buyer warrants, represents and undertakes that:

10.1.4.1. all data sourced by the Buyer for use in connection with the Products/Services, prior to such data being provided to or accessed by the Company for the performance of the Products/Services under these Terms and Conditions shall comply in all respects, including in terms of its collection, storage and processing (which shall include the Buyer providing all of the required fair processing information to, and obtaining all necessary consents from the Data Subjects), with Data Protection Laws;

10.1.4.2. all instructions given by it to the Company in respect of Personal Data shall at all times be in accordance with Data Protection Laws; and

10.1.4.3. it has undertaken due diligence in relation to the Company's processing operations, and it is satisfied that:

(a) the Company's processing operations are suitable for the purposes for which the Buyer proposes to use the Products and engage the Company to process the Protected Data; and

(b) the Company has sufficient expertise, reliability and resources to implement technical and organisational measures that meet the requirements of Data Protection Laws.

10.1.5. The Buyer shall not unreasonably withhold, delay or condition its agreement to any Change requested by the Company in order to ensure the Products/Services and the Company (and each Sub-Processor) can comply with Data Protection Laws.

10.2. Instructions and details of processing

10.2.1. Insofar as the Company processes Protected Data on behalf of the Buyer, the Company:

10.2.1.1. unless required to do otherwise by Applicable Law, shall (and shall take steps to ensure that each person acting under its authority shall) process the Protected Data only on and in accordance with the Buyer's documented instructions as set out in this clause 10.2, as updated from time to time in accordance with the Change Control Procedure (Processing Instructions);

10.2.1.2. if any Applicable Law requires it to process Protected Data other than in accordance with the Processing Instructions, shall notify the Buyer of any such requirement before processing the Protected Data (unless Applicable Law prohibits such information on important grounds of public interest); and

10.2.1.3. shall promptly inform the Buyer if the Company becomes aware of a Processing Instruction that, in the Company's opinion, infringes Data Protection Laws, provided that:

(a) this shall be without prejudice to clauses 10.1.3 and 10.1.4;

(b) to the maximum extent permitted by mandatory law, the Company shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities (including Data Protection Losses) arising from or in connection with any processing in accordance with the Buyer's Processing Instructions following the Buyer's receipt of that information; and

10.2.2. The process of Protected Data to be carried out by the Company under these Terms and Conditions shall comprise the processing, as may be updated from time to time in accordance with the Change Control Procedure.

10.3. Technical and organisational measures

10.3.1. The Company shall implement and maintain, at its cost and expense, the technical and organisational measures:

10.3.1.1. in relation to the processing of Protected Data by the Company; and

10.3.1.2. from the GDPR Date, taking into account the nature of the processing, to assist the Buyer insofar as is possible in the fulfilment of the Buyer's obligations to respond to Data Subject Requests relating to Protected Data.

10.3.2. Any additional technical and organisational measures shall be at the Buyer's cost and expense.

10.4. Sub-Processors

10.4.1. The Company shall not engage any Sub-Processor for carrying out any processing activities in respect of the Protected Data without the Buyer's written authorisation of that specific Sub-Processor (such authorisation not to be unreasonably withheld, conditioned or delayed) provided that the Buyer authorises the appointment of any of the Sub-Processors listed in the Statement of Work.

10.4.2. The Company shall:

10.4.2.1. prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under clauses 10.1 to 10.11 (inclusive) that is enforceable by the Company;

10.4.2.2. ensure that each Sub-Processor complies with all such obligations; and

10.4.2.3. remain fully liable for all the acts and omissions of each Sub-Processor as if they were its own.

10.4.3. From the GDPR Date, the Company shall ensure that all persons authorised by it (or by any Sub-Processor) to process the Protected Data are subject to a binding written contractual obligations to keep the Protected Data confidential (except where disclosure is required in accordance with Applicable Law, in which case the Company shall, where practicable and not prohibited by Applicable Law, notify the Buyer of any such requirement before such disclosure).

10.5. Assistance with Buyer's compliance and Data Subject rights

10.5.1. The Company shall refer all Data Subject Requests it receives to the Buyer within THREE Business Days of receipt of the request, provided that if the number of Data Subject Requests exceeds a reasonable amount per calendar month the Buyer shall pay the Company's Charges calculated [on a time and materials basis] at the Company's rates for recording and referring the Data Subject's Requests in accordance with this clause 10.5.1.

10.5.2. From the GDPR Date, the Company shall supply such reasonable assistance as the Buyer reasonably requires (taking into account the nature of processing and the information available to the Company) to the Buyer in ensuring compliance with the Buyer's obligations under Data Protection Laws with respect to:

10.5.2.1. security of processing;

10.5.2.2. data protection impact assessments (as such term is defined in Data Protection Laws);

10.5.2.3. prior consultation with a Supervisory Authority regarding high risk processing; and

10.5.2.4. notifications to the Supervisory Authority and/or communications to Data Subjects by the Buyer in response to any Personal Data Breach, provided the Buyer shall be liable for the Company's Charges for providing the assistance in this clause 10.5.2, such Charges to be calculated on a time and material basis at the Company's rates.

10.6. International data transfers

10.6.1. The Buyer agrees that the Company may transfer Protected Data that is identified in Statement of Work to countries outside the United Kingdom OR European Economic Area (EEA) or to any International Organisation(s) (an International Recipient), provided all transfers by the Company of Protected Data to an International Recipient (and any onwards transfer) shall (to the extent required under Data Protection Laws) be effected by way of Appropriate Safeguards and in accordance with Data Protection Laws. The provisions of these Terms and Conditions shall constitute the Buyer's instructions with respect to transfers in accordance with clause 10.2.1.

10.7. Records, information and audit

- 10.7.1. The Company shall maintain, in accordance with Data Protection Laws binding on the Company, written records of all categories of processing activities carried out on behalf of the Buyer.
- 10.7.2. The Company shall, in accordance with Data Protection Laws, make available to the Buyer such information as is reasonably necessary to demonstrate the Company's compliance with its obligations under clauses 10.1 to 10.9 (inclusive) of these Terms and Conditions and Conditions and with the obligations of each party under Article 28 of the GDPR (and under any Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Buyer (or another auditor mandated by the Buyer) for this purpose, subject to the Buyer:
 - 10.7.2.1. giving the Company reasonable prior notice of such information request, audit and/or inspection being required by the Buyer;
 - 10.7.2.2. ensuring that all information obtained or generated by the Buyer or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the Supervisory Authority or as otherwise required by Applicable Law);
 - 10.7.2.3. ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to the Company's business, the Sub-Processors' business and the business of other buyers of the Company; and
 - 10.7.2.4. paying the Company's reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits.

10.8. Breach notification

- 10.8.1. In respect of any Personal Data Breach involving Protected Data, the Company shall without undue delay:
 - 10.8.1.1. notify the Buyer of the Personal Data Breach; and
 - 10.8.1.2. provide the Buyer with details of the Personal Data Breach.

10.9. Deletion or return of Protected Data and copies

- 10.9.1. The Company shall, at the Buyer's written request, either delete or return all the Protected Data to the Buyer in such form as the Buyer reasonably requests within a reasonable time after the earlier of:
 - 10.9.1.1. the end of the provision of the relevant Products/Services related to Processing; or
 - 10.9.1.2. once Processing by the Company of any Protected Data is no longer required for the purpose of the Company's performance of its relevant obligations as defined in the Statement of Work;

(unless storage of any data is required by Applicable Law and, if so, the Company shall inform the Buyer of any such requirement).

10.10. Liability, indemnities and compensation claims

- 10.10.1. The Buyer shall indemnify and keep indemnified the Company in respect of all Data Protection Losses suffered or incurred by, awarded against or agreed to be paid by, the Company and any Sub-Processor arising from or in connection with any:
 - 10.10.1.1. non-compliance by the Buyer with the Data Protection Laws;
 - 10.10.1.2. processing carried out by the Company or any Sub-Processor pursuant to any Processing Instruction that infringes any Data Protection Law; or
 - 10.10.1.3. breach by the Buyer of any of its obligations under clauses 10.1 to 10.11 (inclusive), except to the extent the Company is liable under clause 10.10.2.
- 10.10.2. The Company shall be liable for Data Protection Losses, whether in contract, tort (including negligence or otherwise) under or in connection with these Terms and Conditions:

- 10.10.2.1. only to the extent caused by the processing of Protected Data under these Terms and Conditions and directly resulting from the Company's breach of clauses 10.1 to 10.11 (inclusive); and
 - 10.10.2.2. in no circumstances to the extent that any Data Protection Losses (or the circumstances giving rise to them) are contributed to or caused by any breach of these Terms and Conditions by the Buyer (including in accordance with 10.2.1).
- 10.10.3. If a party receives a compensation claim from a person relating to processing of Protected Data, it shall promptly provide the other party with notice and full details of such claim. The party with conduct of the action shall:
 - 10.10.3.1. make no admission of liability nor agree to any settlement or compromise of the relevant claim without the prior written consent of the other party (which shall not be unreasonably withheld or delayed); and
 - 10.10.3.2. consult fully with the other party in relation to any such action, but the terms of any settlement or compromise of the claim will be exclusively the decision of any the party that is responsible under these Terms and Conditions for paying the compensation.
- 10.10.4. The parties agree that the Buyer shall not be entitled to claim back from the Company any part of any compensation paid by the Buyer in respect of such damage to the extent that the Buyer is liable to indemnify the Company in accordance with clause 10.10.1.
- 10.10.5. This clause 10.10 is intended to apply to the allocation of liability for Data Protection Losses as between the parties, including with respect to compensation to Data Subjects, notwithstanding any provisions under Data Protection Laws to the contrary except:
 - 10.10.5.1. to the extent not permitted by Applicable Law (including Data Protection Laws); and
 - 10.10.5.2. that it does not affect the liability of either party to any Data Subject.
- 10.11. Survival of Data Protection Provisions
 - 10.11.1. Clauses 10.1 to 10.11 (inclusive) shall survive termination (for any reason) or expiry of these Terms and Conditions and continue:
 - 10.11.1.1. indefinitely in the case of clauses 10.10 to 10.11 (inclusive); and
 - 10.11.1.2. until 12 months following the earlier of the termination or expiry of these Terms and Conditions and Conditions in the case of clauses 10.1 to 10.8 (inclusive);

provided always that any termination or expiry of clauses 10.1 to 10.8 (inclusive) shall be without prejudice to any accrued rights or remedies of either party under any such clauses at the time of such termination or expiry.
- 10.12. If the Buyer is required to supply data ('Database') to the Company, such data shall be provided on secure electronic transfer in the format specified by the Company to the Buyer on request ("Compatible Format") The Buyer will supply the Database to the Company within the time specified by it to allow it to perform its obligations under the Terms and Conditions.
- 10.13. The Company may reject any Database which is not so supplied or may at its own discretion and at the Buyer's sole expense, reformat the data so that it is in Compatible Format.
- 10.14. The Company may, in order to fulfil its duties under the Terms and Conditions, enter into sub-processing arrangements with third-parties and may provide such third-parties with access to the Database subject to 10.4.
- 10.15. The Company will be responsible for loading the Database onto the Computer System and will retain the Database whether on the Computer System or otherwise until advised by the Buyer to return or destroy the Database. As defined in the Statement of Work.
- 10.16. The Buyer confirms that it has the requisite authority and consents to pass the Database to the Company for the purposes specified in the Terms and Conditions including, without limitation, authority to permit the Company to pass the Database to the Sub-Processors.
- 10.17. The Buyer warrants that:

- 10.17.1. the Database does not infringe any third-party Intellectual Property Rights;
 - 10.17.2. it has and will maintain for the duration of the Terms and Conditions the appropriate data protection notification which includes provisions covering the processing of Data by the Buyer in relation to the Terms and Conditions and the processing of Data by the Company or its Sub-Processors in accordance with the provisions of the Terms and Conditions; and
 - 10.17.3. any use of the Database by the Company in carrying out its duties under the Terms and Conditions will not breach the provisions of Data Protection Legislation.
- 10.18. The Company shall be entitled to refuse to carry out any work which contravenes the Data Protection Legislation or in its opinion is contrary to any other relevant legislation, legal instrument or guidance.
- 10.19. The Buyer agrees that the Company is not responsible for any harm that the Buyer or any person may suffer as a result of a breach of confidentiality in respect of use of the Site.
- 10.20. The Buyer must not disclose to any third-party any confidential information made available to it through the Site.
- 10.21. When using the Site or dealing with other users of the Site the Buyer must respect the privacy and legal rights of others. If a user provides the Buyer with (or your Product/Service accesses or uses) user-names, passwords or other login information or personal information ('Personal Information') the Buyer must make them aware that the Personal Information will be available to the Buyer; and
- 10.21.1. ensure that, by proceeding to transact with the Buyer, they are giving the Buyer permission to use the Personal Information; and
 - 10.21.2. provide a privacy notice to the user, recording the manner in which the Personal Information will be handled by the Buyer, that is legally sufficient; and
 - 10.21.3. use the Personal Information only for the limited purposes for which it is necessary and for which permission was granted; and
 - 10.21.4. handle that information in accordance with the terms of the privacy notice.
- 10.22. The parties shall keep confidential any and all Confidential Information that they may acquire about each other pursuant to the Terms and Conditions.
- 10.23. The Buyer and all of its employees shall keep confidential all Personal Data they receive from the Company or by means of the Site and shall not use the Confidential Information for any purpose other than to perform their obligations under the Terms and Conditions. Each party shall ensure that its officers, employees, agents and Sub-Processors comply with the provisions of this clause. The provisions of this clause shall continue to apply after expiry or termination of this Terms and Conditions. The obligations on the parties set out in this clause shall not apply to any information which:
- 10.23.1. is publicly available or becomes publicly available through no act or omission of the parties;
 - 10.23.2. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party;
 - 10.23.3. is received from another person who (the disclosing party can prove through written documentation) lawfully acquired it and who is under no obligation restricting its disclosure; or
 - 10.23.4. the parties are required to disclose by order of a Court of competent jurisdiction or a competent regulatory authority.
- 11. Buying Products and Using Services**
- 11.1. When the Buyer buys a Product other than a Product/Service, the Buyer acquires a Service to be used only by the Buyer. No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the Terms and Conditions whether or not such document is specifically referred to.
- 11.2. The Company may provide a quotation to the Buyer by post, email, electronic transfer or verbal communication by telephone or in person, and provided that the Company has not previously withdrawn it, a quotation is valid

for a period of thirty working days from its date, unless otherwise expressly agreed. Each order or acceptance of a quotation for Products by the Buyer shall be deemed to be an offer by the Buyer to purchase Products subject to these Terms and Conditions.

- 11.3. No order placed by the Buyer shall be deemed to be accepted by the Company until the order is either acknowledged in writing or (if earlier) the Company delivers the Products.
- 11.4. The quantity and description of the Products shall be as set out in the Company's quotation or acknowledgement of order. However, there is an industry standard relating to orders which permits a margin for over and under delivery of up to 10% on any order and in addition the Company may make any changes to the specification, design, materials or finishes of the Products:
 - 11.4.1. which are required to conform with any applicable safety or other statutory or regulatory requirements;
 - 11.4.2. which are required to prevent the Products/Services infringing third-party Intellectual Property Rights; or
 - 11.4.3. which, in the Company's reasonable opinion, do not materially affect their quality or performance.
- 11.5. All advertising, samples, artwork, specifications, illustrations or descriptive material made available by the Company and any descriptions or illustrations contained in the Company's sales literature, catalogues, presentations, brochures, quotations, price lists, acknowledgements of orders, invoices, service level agreements or other documents or other information issued by the Company including on the Website are issued or published for the sole purpose of giving an approximate idea of the Products/Services described in them. They will not form part of the Terms and Conditions unless specifically stated otherwise. All documents containing such illustrative or descriptive material (as well as the Intellectual Property Rights in such material) shall remain the exclusive property of the Company and must not be copied, loaned or transferred.
- 11.6. The Buyer must ensure that the terms of its order are complete and accurate, and any artwork, sketches, specifications, descriptions, calculations, information or other instructions supplied by the Buyer or by any agent or representative of the Buyer in connection with the manufacture or sale of the Products/Services are accurate, unambiguous and clearly legible and meet the Buyer's requirements.
- 11.7. Where the Company is supplied with Supplied Items or is requested to use specific material by the Buyer when providing the Products/Services:
 - 11.7.1. the Company will not be liable for any miscalculation defect or error in the Products (including, if applicable, any Mail Packs) or errors in their delivery caused by defects in or unsuitability of the Supplied Items or specified materials, it being noted and agreed that the Company may not be able to identify defects in the Supplied Items or specified materials, or the unsuitable nature of the Supplied Items or specified materials until production has commenced;
 - 11.7.2. the Company may reject any of the Supplied Items or specified materials which in its opinion are unsuitable;
 - 11.7.3. the Company may, if the Supplied Items or specified materials are found to be unsuitable during production, charge the additional production costs incurred to the Buyer after notifying the Buyer of the unsuitability of the Supplied Items or specified materials;
 - 11.7.4. the Company accepts no responsibility for imperfect work caused by defects in or unsuitability of the Supplied Items or specified materials; and
 - 11.7.5. the Buyer must ensure that the ordered quantities of the Supplied Items are adequate to cover spoilage.
- 11.8. Unless otherwise specifically agreed In Writing by the parties, the Company shall be entitled to affix to or print its name and/or trade or other marks on any Product/Service.
- 11.9. The Company will provide the Buyer with proofs of the Products/Services prior to print, which the Buyer will proof read and, if necessary, edit before returning to the Company for amendment if amendment is necessary. In the case of the Site the proofs may be displayed to the Buyer by secure link to a website which the Buyer will access to check the proofs. The Buyer will only proof read subsequent amended proofs provided by the

Company against the amendments made to the initial proof. It is the Buyer's responsibility to ensure that the proof is correct. The Company will ask the Buyer to Sign Off the proof.

- 11.10. Following Sign Off the Company will not be responsible for errors in the printed Products (or the eDocuments), unless it has failed to follow the instructions strictly in accordance with the proofs signed off by the Buyer.
- 11.11. The Buyer shall pay for any Products/Services that may be necessary due to the Buyer's failure to amend the proofs correctly prior to Sign Off. The Company shall produce at no additional cost to the Buyer any re-prints that may be necessary due to the Company's failure to print the Products (or present information online) strictly in accordance with the approved versions.
- 11.12. The Company may charge the Buyer an additional charge (which may include standing time if a printing press or other equipment is subsequently inactive) if alterations, additional proofs and/or other works are carried out:
 - 11.12.1. at the Buyer's request after proofs or samples have been Signed Off;
 - 11.12.2. where style, type or layout is left to the Company's judgment and the Buyer requests variations to that aspect or aspects of the proof; or
 - 11.12.3. where drawings, proofs or other instructions supplied to the Company by the Buyer are not clear and/or legible.

12. Cancellation of Orders and Termination

- 12.1. The Buyer may terminate these Terms and Conditions by service of a written notice not less than 90 days prior to the expiry of the Term;
- 12.2. Where such written notice has not been served in accordance with clause 12.1 the Term of these Terms and Conditions will be extended for a further period which is defined in the Statement of Work.
- 12.3. No order which has been accepted by the Company may be cancelled by the Buyer except with the agreement of the Company on the terms that the Buyer shall indemnify the Company in full against all losses including any loss of profit or any indirect or consequential loss or damage whatsoever suffered or incurred by the Company as a result of such cancellation.
- 12.4. The Company may immediately terminate the Terms and Conditions if the Buyer:
 - 12.4.1. is in material breach of any of the terms of the Terms and Conditions and, where the breach is capable of remedy, the Buyer fails to remedy such breach within the number of days specified in any notice from the Company, specifying the breach and requiring it to be remedied. Failure to pay any sums due is a material breach of the terms of the Terms and Conditions which is not capable of remedy;
 - 12.4.2. becomes bankrupt, liquidated, statutory insolvency, insolvent, has a receiver, manager or administrative receiver appointed, makes any composition with its creditors or has a receiver appointed under the Mental Health Act 1982;
 - 12.4.3. has any distraint, execution, or other process levied or enforced on any of its property;
 - 12.4.4. ceases or threatens to cease to trade;
 - 12.4.5. has a change in its management and/or control as defined by section 416 Income and Corporation Taxes Act 1988; or

or if the Company reasonably anticipates that one of the above set of circumstances is about to occur.

- 12.5. The termination of these Terms and Conditions howsoever arising is without prejudice to the rights, duties and liabilities of either the Buyer or the Company accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

13. Prohibited Conduct

- 13.1. The Buyer warrants that while using the Site and the various services and features offered on or through the Site, the Buyer will not:

Terms and Conditions

- 13.1.1. use a false email address or impersonate any person or entity or misrepresent your affiliation with any other person or entity;
- 13.1.2. insert your own or a third-party's advertising, branding or other promotional content into any of the Site's content, materials or services or use, redistribute, republish or exploit such content or service for any further commercial or promotional purposes; or
- 13.1.3. attempt to gain unauthorised access to other computer systems through the Site.

The Buyer must not:

- 13.1.4. engage in "spidering", "screen scraping," "database scraping," harvesting of e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of obtaining lists of users or other information from or through the Sites or the services offered on or through the Sites, including without limitation any information residing on any server or database connected to the Sites or the services offered on or through the Sites;
 - 13.1.5. obtain or attempt to obtain unauthorised access to computer systems, materials or information through the Site by any means;
 - 13.1.6. use the Site or the services made available on or through the Site in any manner with the intent to interrupt, damage, disable, overburden, or impair the Site or such services, including, without limitation, sending mass unsolicited messages or flooding servers with requests;
 - 13.1.7. use the Site, content or services offered on the Sites for any purpose or activity of an illegal, fraudulent, obscene, offensive, personally offensive or defamatory nature;
 - 13.1.8. use the Site to distribute or make available any Product whose primary purpose is to facilitate the distribution of Products outside of the Site;
 - 13.1.9. use any mechanism, device software or script to affect the proper functioning of the Sites including taking any action which may infect the Site with any routine, including (but not limited to) any virus, time bomb, trojan horse, worm, cancelbot or other computer routine that may damage, interfere with, delay, intercept or expropriate any system, data or personal information;
 - 13.1.10. take any action which may interfere with, disrupt, manipulate, tamper with or otherwise abuse the Sites or networks connected to the Sites;
 - 13.1.11. use the Site or the Site's services or features in violation of our or any third-party's intellectual property or other proprietary or legal rights; or
 - 13.1.12. use the Site or the Site's services in violation of any Applicable Law.
- 13.2. The Buyer further agrees that it will not attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the Site or the Site's services, or any content of the Site or any of its domains, or make any unauthorised use of the Site or the Site's services or any content of the Site or any of the domains of the Sites.
 - 13.3. The Buyer agrees that it will not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use of the Site or any of its Services.
 - 13.4. The Buyer must not obtain or attempt to obtain any materials or information through any means not intentionally made publicly available or provided for through the Site.
 - 13.5. Other than as expressly allowed in these Terms and Conditions the Buyer may not download, post, display, publish, copy, reproduce, distribute, transmit, modify, perform, broadcast, transfer, create derivative works from, sell or otherwise exploit any content, code, data or materials on or made available through the Site.
 - 13.6. It is a condition of the Terms and Conditions that any specification or other materials (including the Supplied Items) provided by the Buyer to the Company for the purpose of carrying out services shall not be:
 - 13.6.1. defamatory, offensive or abusive; or
 - 13.6.2. of an obscene, nuisance or threatening nature; or
 - 13.6.3. calculated to demean or be discriminatory of any person or vitiate their human or moral rights; and

- 13.7. that any electronic communications (including email or SMS) to be sent by the Company on behalf of the Buyer comply with the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any other relevant legislation, legal instrument or guidance.

14. Linking to the Site

- 14.1. The Buyer agrees that if the Buyer include a link from any other web site to the Site, such link must link to the full version of an HTML formatted page of the Site.
- 14.2. The Buyer is not permitted to link directly to any image hosted on the Site or our services, such as using an "in-line" linking method to cause the image hosted by us to be displayed on another web site.
- 14.3. The Buyer agrees not to download or use images hosted on the Site on another web site, for any purpose, including, without limitation, posting such images on another site.
- 14.4. The Buyer agrees not to link from any other web site to the Site in any manner such that the Site, or any page of the Site, is "framed", surrounded or obfuscated by any third-party content, materials or branding.
- 14.5. The Company reserves all its rights under the law to insist that any link to any of the Site be discontinued, and to revoke your right to link to the Site from any other web site at any time upon written notice to the Buyer.

15. Third-party Sites

- 15.1. The Buyer may be able to link from the Site to third-party web sites and third-party web sites may link to the Site (**Linked Sites**) as defined in the Statement of Work.
- 15.2. The Buyer acknowledges and agrees that the Company have no responsibility for the information, content, products, services, advertising, code or other materials which may or may not be provided by or through Linked Sites.
- 15.3. The inclusion of a link to a Linked Site on the Site does not constitute or indicate any relationship between us and the operator of that Linked Site or any endorsement or sponsorship by us of that Linked Site. The Company is not responsible for any form of transmission received from any Linked Site.

16. Limitation of Liability

- 16.1. Notwithstanding the following exclusions and limitations Datagraphic is always willing to correct its own errors and cover the reprinting cost of any defective work up to the original cost of any particular job.
- 16.2. The Company does not exclude its liability (if any) to the Buyer:
- 16.2.1. for breach of the Company's obligations arising under section 2 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;
 - 16.2.2. for personal injury or death resulting from the Company's negligence;
 - 16.2.3. under section (3) Consumer Protection Act 1987;
 - 16.2.4. for any matter which it would be illegal for
 - 16.2.5. the Company to exclude or to attempt to exclude its liability; or
 - 16.2.6. for fraud;
 - 16.2.7. and except only for those categories of claim Datagraphic will be under no liability to the Buyer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill interest, finance charges, claim preparation costs, overheads, working capital reduction, loss of productivity and similar loss) howsoever caused arising out of or in connection with:
 - 16.2.8. any of the Products/Service, or the manufacture or sale or supply, or failure or delay in supply, of the Products/Services, by the Company or on the part of the Company's employees, agents or Sub-Processors;
 - 16.2.9. any breach by the Company of any of the express or implied terms of the Terms and Conditions;

- 16.2.10. any use made or resale by the Buyer of any of the Products/Services (which is prohibited by these Terms and Conditions) or of any product incorporating any of the Products/Services; or
 - 16.2.11. any statement made or not made, or advice given or not given, by or on behalf of the Company or otherwise under the Terms and Conditions.
 - 16.2.12. all conditions, warranties and stipulations, express or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Buyer.
- 16.3. Without prejudice to the foregoing and except for those categories of liability set out above which it is not legally possible to exclude or limit the Company's aggregate liability in connection with the Terms and Conditions (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all of which include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused will be limited to the price payable under the Terms and Conditions or if delivery is by instalments or performance is in stages, that part of the Terms and Conditions to which the delivery or performance relates.

17. Passing of Risk in Products/Services and Retention of Title

- 17.1. Except where expressly agreed between the Company and the Buyer, delivery of the Products/Services shall be made ex-works (delivery to take place at the Company's premises or the premises of its Sub-Processors as applicable) as defined in Incoterms 2000 and any services to be provided by the Company shall be performed at the place specified in the order. Delivery of a Mail Pack shall take place when the Mail Pack is collected from the Company's premises or the premises of its Sub-Processor (as applicable) by Royal Mail or another carrier. The Buyer will take delivery of the Products on a date to be agreed between the Parties. Delivery of the Products or performance of any agreed services will be made during the Company's usual business hours. If notwithstanding the preceding provisions the Buyer has any special requirements regarding delivery (including in relation to the quantity of Products delivered, place of delivery or method of delivery) the Buyer shall request this at the time of ordering.
- 17.2. The Company shall use reasonable endeavours to deliver the Products or perform any agreed services within the time agreed when the Buyer places an order and, if no time is agreed, then within a reasonable time, but the time of delivery or performance shall not be of the essence. If, despite those endeavours, the Company is unable for any reason to fulfil any delivery or performance on the specified date, the Company will be deemed not to be in breach of the Terms and Conditions, nor (for the avoidance of doubt) will the Company have any liability to the Buyer for direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profit, loss of business, depletion of goodwill interest, finance charges, claim preparation costs, overheads, working capital reduction, loss of productivity and like loss) howsoever caused (including as a result of negligence) for any delay or failure in delivery or performance except as set out in this clause. Any delay in delivery or performance will not entitle the Buyer to cancel the order unless and until the Buyer has given 10 Working Days' written notice to the Company requiring the delivery or performance to be made and the Company has not fulfilled the delivery or performance within that period. If the Buyer cancels the order in accordance with this clause then:
- 17.2.1. the Company will issue a credit note (at the pro-rata Terms and Conditions rate) to the Buyer in respect of sums which the Buyer has paid to the Company pursuant to that order or part of the order which has been cancelled; and
 - 17.2.2. the Buyer will be under no liability to make any further payments in respect of that order or part of the order which has been cancelled.
- 17.3. The quantity of any consignment of Products as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 17.4. If, to assist the Buyer in removing the Products from point of delivery, the Company, its employees, agents or Sub-Processors load any of the Products free of charge, no liability whatsoever (except liability for death or personal injury) resulting from the Company's, its employees', agents' or its sub-contractor's negligence shall be incurred by the Company and the Buyer shall indemnify the Company, its employees, agents and Sub-Processors in respect of any such liability as there may be.

- 17.5. If the Buyer, its employees, agents or sub-processors, request the use of the Company's property, including any lifting equipment or transport, to assist in the loading or unloading of the Products, the Buyer accepts all liability for all the associated risks and agrees to comply fully with any instructions issued by the Company.
- 17.6. The Company may invoice for old or obsolete Client-specific Stock at any time.
- 17.7. Risk in Client-specific Stock and stock which has been ordered and paid for in each case passes to the Buyer at the point it is customised or paid for respectively.
- 17.8. If for any reason the Buyer will not accept delivery of any of the Products when they are ready for delivery, or the Company is unable to deliver the Products on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
 - 17.8.1. risk in the Products will pass to the Buyer and following risk passing to the Buyer the Company shall have no liability for those Products;
 - 17.8.2. the Products will be deemed to have been delivered and any agreed services deemed to have been performed on the due date;
 - 17.8.3. the Company may store the Products until delivery and the Buyer will be liable for all related costs and expenses (including storage and insurance); and
 - 17.8.4. the Company may dispose of old or obsolete Client-specific Stock.
- 17.9. Unless otherwise expressly agreed between the parties, if the Company delivers to the Buyer a quantity of Products of up to 10% more or less than the quantity ordered, the Buyer shall not be entitled to object to or reject the Products or any of them by reason of the surplus or shortfall and shall pay for such Products at the pro rata Terms and Conditions rate.
- 17.10. Ownership or use of the Products/Services shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of the Products and any agreed services and all other sums which are or which become due to the Company from the Buyer on any account.

Until ownership of the Products/Services passes to the Buyer, the Buyer must:

- 17.10.1. hold the Products on a fiduciary basis as the Company's bailee;
 - 17.10.2. store the Products (at no extra cost to the Company) separately from all other products of the Buyer or any third-party in such a way that they remain readily identifiable as the Company's property;
 - 17.10.3. not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and
 - 17.10.4. maintain the Products in satisfactory condition insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.
- 17.11. The Buyer grants to the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to recover them.

18. Stock Obsolescence policy for Products/Services

- 18.1. The Company will hold at its premises such stocks of printed material and associated items as it deems reasonably necessary to fulfil its obligations under the Terms and Conditions and will at all times manage such stock to ensure that the stock levels, and thereby the financial risks in relation to such stock borne by the Buyer, are the minimum reasonably possible.
- 18.2. The Company will periodically provide details of stock held and will bring to the Buyer's attention changes in stock movement pattern which may result in a cost to the Buyer pursuant to this clause. The Buyer will endeavour to keep the Company updated of any changes which may impact upon stock movement.
- 18.3. If there is No Demand (as defined below) for a particular item of stock in any period of six consecutive months, the Company may submit an invoice to the Buyer for 100% of the sales value to the Company of that stock. For the purposes of this clause "No Demand" shall mean either: no sales of the relevant items to the Buyer during six consecutive months; or actual demand during the six-month period results in the remaining stock being in excess of 12 months' requirements. If, following payment for stock by the Buyer pursuant to this clause, No

Demand for that stock is received in the subsequent six-month period, the Company may, with the prior consent of the Buyer, dispose of the remainder of that stock.

19. Specific Disclaimer in relation to this Site

- 19.1. The Company exclude all other conditions and warranties implied by custom, law or statute as follows:
- 19.1.1. all content and services on the Sites is provided "as is" and without warranties of any kind, either express or implied;
 - 19.1.2. the Company disclaim all warranties of any kind, including but not limited to implied warranties of merchantability and fitness for a particular purpose;
 - 19.1.3. the Company do not warrant that the functions contained in any content or your access to the Site will be uninterrupted or error-free, that any defects will be corrected or that the Site or the server which stores and transmits content to the Buyer are free of viruses or any other harmful components; and
 - 19.1.4. the Company do not warrant or make any representation regarding your access to, or the results of your access to, the Site (including any related or linked websites) or any content in terms of correctness, accuracy, timeliness, completeness, reliability or otherwise.
- 19.2. Under no circumstances (including but not limited to any act or omission on our part) will the Company be liable for any indirect, incidental, special and/or consequential damages or loss of profits whatsoever which result from any use or access of, or any inability to use or access, the Site.
- 19.3. To the fullest extent permitted by law, our liability is limited to the payment received and retained by us for the service provided by us. Nothing in this clause shall limit any liability for personal injury or in any circumstances involving fraud for which the Company are responsible.

20. Changes to these Terms and Conditions

- 20.1. The Company may, in its sole discretion, revise or change these Terms and Conditions (in whole or in part) or the content of the Website from time to time and at any time without notice to the Buyer.
- 20.2. Changes in the Terms and Conditions will be effective at the time notice of the change is posted by the Company on the Website. It is the Buyer's responsibility to check for these notices.

21. Notices

- 21.1. All notices between the parties about the Terms and Conditions must, according to the type of notice, be in Writing or by Written Notice and delivered by hand or sent by first class post, facsimile transmission or by email:
- 21.1.1. in the case of notices to the Company, to its registered office or such address as shall be notified to the Buyer by the Company from time to time; or
 - 21.1.2. in the case of notices to the Buyer, to the registered office of the Buyer (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Terms and Conditions or such other address as shall be notified to the Company by the Buyer from time to time.
- 21.2. Notices shall be deemed to have been duly served:
- 21.2.1. if delivered by first class post, two working days after being posted;
 - 21.2.2. if delivered by hand, at the time of delivery;
 - 21.2.3. if delivered by email, at the time of sending, provided that a confirming copy is sent by first class post to the other party within 24 hours after sending and that no notification informing the sender that the message has not been delivered has been received by the sender.
- 21.3. Notices addressed to the Company shall be marked for the attention of the Managing Director.

22. Anti-Bribery

- 22.1. For the purposes of this clause 22 the expression **adequate procedures** and **associated with** shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 22.2. Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:

- 22.2.1. all of that party's personnel;
- 22.2.2. all others associated with that party; and
- 22.2.3. all of that party's Sub-Processors;

involved in performing the Contract so comply.

- 22.3. Without limitation to clause 22.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- 22.4. Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 22.

23. Anti-slavery

- 23.1. The Buyer undertakes, warrants and represents that:
 - 23.1.1. neither the Buyer nor any of its officers, employees, agents or subcontractors has:
 - 23.1.1.1. committed an offence under the Modern Slavery Act 2015 (a **MSA Offence**);
 - 23.1.1.2. been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - 23.1.1.3. is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015.
 - 23.1.2. it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy.
 - 23.1.3. its responses to the Company's modern slavery and human trafficking due diligence questionnaire are complete and accurate; and
 - 23.1.4. it shall notify the Company immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or sub-processors have breached or potentially breached any of the Buyer's obligations under clause 23. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Buyer's obligations.
- 23.2. Any breach of clause 23 by the Buyer shall be deemed a material breach of the Contract and shall entitle the Company to terminate the Contract with immediate effect.

24. General

- 24.1. Each right or remedy of the Company under the Terms and Conditions is without prejudice to any other right or remedy of the Company whether under the Terms and Conditions or not. It may assign, license or sub-contract all or any part of its rights or obligations under the Terms and Conditions without the Buyer's consent.
- 24.2. The Buyer shall not be entitled to assign the Terms and Conditions or any part of it without the prior written consent of the Company.
- 24.3. The Buyer shall not during the term of the Terms and Conditions 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 any person employed by the Company's group provided that nothing in this clause shall prohibit a party from engaging a person who replies to a general advert and who is not otherwise solicited or enticed.
- 24.4. No failure or delay by the Company 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.
- 24.5. If any condition or part of the Terms and Conditions is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Terms and Conditions and will be ineffective without, as far as is possible, modifying any other provision or part of the Terms and Conditions and this will not affect any other provisions of the Terms and Conditions which will remain in full force and effect.

- 24.6. Save as expressly stated otherwise in these Conditions the parties to these Terms and Conditions 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.
- 24.7. If any dispute, difference, controversy, claim or question between the parties arises out of or in connection with this Agreement ("Dispute"), the parties' directors or other senior representatives with authority to settle the Dispute shall, within 14 days of a written request from one party to the other, meet in good faith to resolve the Dispute.
- 24.8. If the Dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless the parties otherwise agree, the mediator will be nominated by CEDR. To initiate the mediation one party must give the other party notice in writing ('ADR notice') requesting the mediation. A copy of the request should be sent to CEDR. The mediation will start between 14 and 28 days after the date of the ADR notice.
- 24.9. No party may commence any court proceedings in relation to the Dispute until it has used its reasonable endeavours to settle the Dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation.
- 24.10. This Terms and Conditions 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.

Schedule 1

Statement of Work

Signed by _____)
for and on behalf of Datagraphic Limited)

Signed by _____)
for and on behalf of [_____])