

RNB (Group) Limited

Standard Terms & Conditions of Purchase

RNB Group's Terms and Conditions of Purchase (also referred to as the "Agreement") shall override any and all terms and conditions as proposed by the Supplier and no addition to or variations of these Terms and Conditions shall be made (and if made shall not be valid) unless agreed in writing by RNB Group. The following terms and conditions are incorporated by reference into the Agreement (as defined below).

1. Interpretation

1.1 In these Conditions:

"Conditions" means the standard terms and conditions of purchase and/or hire set out in this document and includes any special terms and conditions endorsed on the Order or in any relevant Schedule or otherwise specifically agreed in Writing by an authorised representative of the RNB Group.

"Contract" means the contract formed for the purchase of the Goods and/or the supply and acquisition of the Services and shall incorporate the Schedule(s) referenced therein, the Order, and any specifications drawings or conditions referred to in it, the conditions set out below and all terms and conditions implied by law.

"Delivery Address" means the address stated on the Order or in any relevant Schedule to the Contract.

"Goods" means the goods and/or materials including any instalment of the goods or any part of them described in the Order or in any relevant Schedule to the Contract.

"Order" means the RNB Group's purchase order to which these Conditions are annexed.

"Price" means the price of the Goods and/or the charge for the services which are to be delivered or provided on a specific date that is to be determined in accordance with Clause 4 below.

"RNB Group" means RNB Group Limited, Unit 2, Business Park, Silver Royd, Silver Royd Hill, Leeds LS12 4QQ or any of its subsidiary or associated companies.

"Supplier" means the person so described in the Order to the Contract signed on behalf of the RNB Group and the Supplier.

"Services" means the services (if any) described in the Order or in any relevant Schedule to the Contract as ordered by the RNB Group.

"Schedule" means the schedule(s) to which specific reference is made in the Order to the Contract signed by the RNB Group and the Supplier.

"Specification" includes any raw materials specifications, notes, documents, correspondence, technical details, plans, drawings, data or other information describing the Goods or Services.

"Writing" includes e-mail, telex, cable, facsimile transmission and comparable means of communication.

1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF PURCHASE

2.1 The Order constitutes an offer by the RNB Group to purchase and/or hire the Goods and/or acquire the Services subject to these Conditions.

2.2 These Conditions shall apply to the Supply of the Goods and/or the performance of the Services and the Contract and to the exclusion of any other terms or conditions on which any quotation has been given to the RNB Group or subject to which the Order is accepted or purported to be accepted by the Supplier. The RNB Group shall not and shall not be deemed under any circumstances to accept any such other terms or conditions nor to waive any of these Conditions by failing to object to provisions contained in any quotation, or other communication from the buyer. No addition or variation of these Conditions will be made (and if made shall not be valid unless made in Writing by the RNB Group).

2.3 The RNB Group will only be bound by Orders made on the RNB Group's Order form and signed by an authorised representative of the RNB Group.

2.4 No variation to the Contract, the Order, any relevant Schedule or these Conditions shall be binding unless specifically agreed in Writing by an authorised representative of RNB Group.

3. SPECIFICATIONS

3.1 The quantity, quality and description of the Goods and/or the Services shall, subject as provided in these Conditions, be as specified in the Order or in any relevant Schedule to the Contract and may include any applicable Specification supplied by the RNB Group to the supplier or agreed in Writing by an authorised representative of the RNB Group.

3.2 Any Specification supplied by the RNB Group to the Supplier, or specifically produced by the Supplier for the RNB Group, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the RNB Group. The Supplier shall not disclose to any third party or use any such Specification. The only permitted exception to this clause shall be an instance where it is or becomes public knowledge through no fault of the Supplier, or as required for the purpose of the Contract as agreed by RNB Group.

3.3 The Supplier shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and/or the performance of the Services.

4. TESTING

4.1 The Supplier shall not unreasonably refuse any request by the RNB Group to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to dispatch, and the Supplier shall provide the RNB Group with any and all the facilities reasonably required for inspection and testing.

4.2 If as a result of inspection or testing the RNB Group is not satisfied that the Goods and/or the Services will comply in all respects with the Contract, and the RNB Group so informs the Supplier within 14 days of inspection or testing, the Supplier at its cost shall take such steps as are necessary to ensure compliance.

5. PACKAGING

5.1 The Goods shall be marked in accordance with the RNB Group's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in a perfect condition. In the event the Goods are not delivered in perfect condition, it shall be deemed that the Goods were not packed in accordance with this clause.

5.2 No inspection or test or failure to inspect or test shall constitute acceptance of the Goods and/or the Services or affect any liability of the Supplier under the Contract.

6. PRICE OF THE GOODS AND/OR SERVICES

6.1 The Price of the Goods and/or the Services shall be as stated in the Order or in any relevant Schedule to the Contract and, unless otherwise so stated, shall be:

6.1.1 exclusive of any applicable value added tax (which shall be payable by the RNB Group subject to receipt of a VAT invoice); and

6.1.2 inclusive of all charges for packaging, packing, shipping, carriage, travel, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies.

6.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the RNB Group in writing. This clause shall not apply to increases in the Price arising directly as a result of legislative changes to the current applicable rate of value added tax.

6.3 The RNB Group shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier.

7. TERMS OF PAYMENT

7.1 The Supplier shall be entitled to invoice the RNB Group on or at any time after delivery of the Goods and/or performance of the Services, as the case may be and each invoice shall quote the number of the Order.

7.2 Unless otherwise stated in the Order or in any relevant Schedule to the Contract, the RNB Group shall pay the Price of the Goods and/or the Services within 2 calendar months unless otherwise agreed between the parties after either the end of the month of receipt by the RNB Group of a proper invoice or, if later, after acceptance of the Goods and/or the Services in question by the RNB Group.

7.3 If any Goods and/or Services are not supplied or performed in accordance with the Contract then payment may be delayed but such delay shall no way affect the RNB Group's right to any discount to be allowed on the price of the Goods or charge for the Services under the Contract.

7.4 The RNB Group shall be entitled to set off against the Price any sums owed to the RNB Group by the Supplier.

8. DELIVERY

8.1 The Goods shall be delivered to, and/or the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order or in any relevant Schedule to the Contract, in either case, unless otherwise agreed in Writing, during the RNB Group's usual business hours.

8.2 Where the date of delivery of the Goods and/or performance of the Services is to be specified after the placing of the Order, the RNB Group shall give the Supplier reasonable notice of the specified date.

8.3 The Supplier shall supply the RNB Group on request with any instructions or other information required to enable the RNB Group to accept delivery of the Goods and/or performance of the Services.

8.4 The time of delivery of the Goods and/or performance of the Services is of the essence of the Contract.

8.5 Packaging shall be clearly marked with any appropriate instalment number and shall be in accordance with any requirement specified from time to time by RNB Group and all Goods and materials supplied will carry such information as specified by RNB Group. Packages containing Goods supplied against RNB Group's Purchase Order numbers, job numbers and associated specifications must be marked with the appropriate reference or as otherwise directed by RNB Group.

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

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

8.8 The RNB Group shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by the RNB Group.

8.9 If the Goods are not delivered and/or the Services are not performed on the due date then, without prejudice to any other remedy, the RNB Group shall be entitled to deduct from the Price or (if the RNB Group has paid the price) to claim from the Supplier for delay, a percentage of the price, as specified in the Order or in any relevant Schedule to the Contract, for every week's delay, up to a maximum of 100 per cent.

8.10 The Supplier shall be responsible for any expenses incurred to deliver any incorrectly delivered Goods to the correct delivery point or return any items delivered in excess of the quantity specified in the Order or in any relevant Schedule.

9. RISK AND PROPERTY

9.1 Risk of damage to or loss of Goods shall pass to the RNB Group in accordance with the Contract.

9.2 Risk of damage or loss of Goods whilst on hire to the RNB Group shall pass to the RNB Group in accordance with the preceding clause but the quantum of compensation payable in respect of such damage or loss shall be limited to the cost of obtaining a copy (of a same or similar nature) of the item lost or damaged.

9.3 The property in the Goods shall pass to the RNB Group upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the RNB Group once payment has been made and the Goods have been appropriated to the Contract. The Supplier shall clearly mark and store all such items so that they can be identified as the property of the RNB Group, make them available for inspection by the RNB Group at any time and comply with all instructions of the RNB Group with regard to them.

10. WARRANTIES AND LIABILITIES

10.1 The supplier warrants to the RNB Group that the Goods:

10.1.1 will, where applicable, packaged with competence and due care, be of merchantable quality and fit for any purpose held out by the Supplier or made known to the supplier at the time the Order is placed;

10.1.2 will be free from defects in design, material and workmanship;

10.1.3 will correspond with any relevant Specification or sample; and

10.1.4 will comply with all statutory requirements and regulations (or equivalent required expressly by RNB Group) relating to the sale of Goods.

10.2 The Supplier warrants to the RNB Group that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the RNB Group to expect in all the circumstances.

10.3 Without prejudice to any other remedy, if any Goods are not supplied and/or Services are not performed in accordance with the Contract, then the RNB Group shall be entitled:

10.3.1 to require the supplier to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within 7 days; or

10.3.2 to carry out or have carried out at the Supplier's expense such work as is necessary to ensure the Goods and/or the Services comply in all respects with the Contract, or

10.3.3 at the RNB Group's sole option, and whether or not the RNB Group has previously required the Supplier to repair the Goods or to supply any replacement Goods or Services or has carried out or had carried out work under clause 10.3.2, to treat the Contract as repudiated by the Supplier's breach and require the repayment of any part of the Price which has been paid. No failure or delay on the part of the RNB Group to exercise any of its rights in respect of any default under the Contract by the Supplier shall prejudice its rights in connection with the same or any subsequent default.

10.4 The Supplier shall indemnify the RNB Group in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the RNB Group in connection with or as a result of:

10.4.1 failure of the Supplier to comply with the Contract or breach of any warranty given by the Supplier in relation to the Goods and/or the Services;

10.4.2 any claim that the Goods, their importation, use or resale and/or the performance of the

Services infringes the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises wholly and exclusively as a direct result of compliance with specific instructions in Writing from an authorised representative of the RNB Group;

10.4.3 any liability under the Consumer Protection Act 1987 in respect of the Goods;

10.4.4 any act or omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering and installing the Goods; and

10.4.5 any act or omission of the Supplier or its employees, agents or sub-contractors in connection with the performance of the Services.

11. DANGEROUS SUBSTANCES AND HAZARDOUS GOODS

11.1 All hazardous Goods must be marked by Supplier with international danger symbol(s) and display any names of materials in English. Transport and other documents must include declaration of hazard and name of material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Supplier's attention is drawn to all UK and International Agreements relating to the packing, labelling and carriage of hazardous Goods and Supplier must comply with all statutory or other regulations (including without limitation the UK REACH Regulations 2006 or similar legislation which may be applicable in any relevant jurisdiction) and observe all codes of practice which are applicable.

11.2 As soon as possible following the acceptance of a Purchase Order the Supplier shall supply any information and instructions which may be required and in particular regarding any potential hazards known or believed to exist to ensure that Goods supplied are transported, handled, stored and used correctly and in a manner likely to avoid any danger to the health or safety of RNB Group employees or any other persons on RNB Group premises or those of its sub-contractors or any persons generally, to whom delivery is made.

12. SUPPLIER'S WARRANTIES

12.1 The Supplier undertakes and warrants that:

12.1.1 Goods supplied to RNB Group shall be manufactured, and (where applicable) packaged, with competence and due care, be of satisfactory quality and fit for the purposes for which they are required by RNB Group and shall comply in every respect with all relevant Specifications and any statute, statutory order, directive or regulation or relevant British Standard (or equivalent required expressly by RNB Group) in force at the time of delivery;

12.1.2 all action required to minimise and eliminate any risk to health and safety resulting from use of the Goods for the purpose for which they are designed has been carried out and that any information which is relevant, in any way whatsoever, to risks to health or safety will be brought to the attention of RNB Group in writing upon acceptance of the Purchase Order. RNB Group has the right to demand and receive proof that the above undertakings have been carried out;

12.1.3 it has disclosed any circumstances known to the Supplier which would reduce the lifespan of the Goods and, furthermore, hereby undertakes to inform RNB Group in writing of any such information that should at any time in the future come to the Supplier's attention (with such disclosure to be without prejudice to any rights or remedies RNB Group may have in respect of the relevant Goods);

12.1.4 all Goods and Services shall be supplied in accordance with all then applicable legislation and/or standards, including all provisions relating to health and safety and noise emission, and the Supplier shall provide all certificates reasonably requested by RNB Group to evidence the Supplier's compliance with such applicable legislation;

12.1.5 without prejudice to the generality of the warranty at clause 12.1.4 the Supplier shall not use in the supply of the Goods and Services materials sourced directly or indirectly from conflict-affected and high-risk territories and shall comply with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas;

12.1.6 all Services supplied to RNB GROUP will be supplied with competence and due care and skill by suitable, qualified and experienced personnel in accordance with RNB Group instructions for the provision of such Services and will comply in every respect with all Specifications (whether provided or specified by RNB Group to the Supplier);

12.1.7 during the term of provision of Goods and/or Services to RNB Group the Supplier shall carry insurance cover in such amount and in respect of the Supplier's obligations under the Contract and such risks as RNB Group shall require from time to time, including (without prejudice to the generality of the foregoing) Product Liability and Public Liability insurances (or similar) in respect of all employees, agents and sub-contractors of the Supplier as shall be on RNB Group premises at any time for, or in connection with, the provision of the Services; and

12.1.8 the Supplier will bring to the attention of all employees, agents sub-contractors and representatives of the Supplier as shall be involved in any way in the provision of Services to RNB Group, the requirement of RNB Group health and safety requirements and contractors on-site requirements and the Supplier shall be responsible for ensuring that such requirements are duly observed by all such employees, agents, sub-contractors and representatives of the Supplier.

13. REMEDIES

13.1 Without prejudice to any other remedies it may have under the Contract or otherwise, if the Supplier does not provide the Goods and/or Services in accordance with these conditions RNB Group may:

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

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

13.1.3 recover from the Supplier any costs incurred by RNB Group in obtaining substitute goods and/or services from a third party;

13.1.4 require the Supplier to re-perform the relevant Services;

13.1.5 where RNB Group has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and/or

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

14. INDEMNITIES

14.1 The Supplier will indemnify and shall keep RNB Group fully indemnified in respect of any and all damages, costs, claims, liabilities, expenses, losses (including consequential loss) and demands incurred by RNB Group, directly or indirectly as a result of the Supplier's breach of any warranties and conditions (express or implied) in respect of the Goods and/or Services (as the case may be), whether express or implied, by statute or otherwise.

14.2 Without prejudice to the foregoing, in the event of any employee of RNB Group or any other person on RNB Group premises being injured or otherwise suffering loss through any default or negligence on the Supplier's part (including without prejudice to the generality of the foregoing any failure by the Supplier or the Supplier's agents, employees or sub-contractors to comply with any provision of the Health & Safety at Work Etc Act 1974 (and any amendments or modifications thereof) or any regulations or code of practice thereunder) the Supplier will indemnify RNB Group in respect of any action, civil or criminal, which may result.

14.3 The Supplier shall fully indemnify RNB Group against any and all actions, costs, claims, liabilities, demands and expenses arising from or incurred by reason of any infringement of any third party patent, registered design, trade mark, copyright or other industrial or commercial rights of a similar nature, by the use or sale of any goods or materials or Services supplied by the Supplier (including Goods and Services) but this indemnity shall not apply to Goods made to RNB Group design or where the infringement results from the making up of goods or materials by RNB Group.

14.4 The Supplier will indemnify RNB Group against all loss, damage, costs, claims and expenses arising from any negligent acts and/or omissions of the Supplier's employees, agents, sub-contractors or representatives (save to the extent that such loss, damage, costs, claims or expenses arise from negligent acts and/or omissions of RNB Group employees, agents, sub-contractors and representatives).

14.5 The Supplier undertakes to insure itself against any and all liability under this Contract and RNB Group has the right to demand proof in writing that this insurance requirement has been complied with. All monies received by the Supplier under this clause are to be held in trust for RNB Group.

15. FORCE MAJEURE

15.1 Neither the Supplier nor the RNB Group shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods and/or the Services, if the delay or failure was beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control:

15.1.1 Act of God, explosion, flood, tempest, fire or accident;

15.1.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

15.1.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

15.1.4 changes to import or export regulations or embargoes;

15.2 If either party claims Force Majeure and is accordingly relieved under clause 15.1 from performing any of its obligations in relation to the Goods and/or the Services for a continuous period in excess of 2 months, or for an aggregate period in any year in excess of 60 days, then the other party may, notwithstanding any other clause of the Contract terminate the Contract by giving to the party so claiming not less than 14 day's written notice.

16. TERMINATION

16.1 The RNB Group shall be entitled to cancel the Order in respect of all or part only of the Goods and/or the Services by giving notice to the Supplier at any time prior to delivery or performance, in which event the RNB Group's sole liability shall be to pay the Supplier the Price for the Goods and/or Services in respect of which the RNB Group has exercised its right of cancellation, less the Supplier's net saving of cost arising from cancellation.

16.2 The RNB Group shall be entitled at its discretion without prejudice to any other remedy to suspend the performance of or to terminate the Contract without liability to the Supplier by giving notice to the Supplier and in the event of termination to keep or take possession of any Goods belonging to the RNB Group and to enter any premises of the Supplier for that purpose, at any time if:

16.2.1 the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

16.2.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or

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

16.2.4 the RNB Group reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

17. RNB GROUP'S RIGHT IN MATERIALS

17.1 Any samples, prototypes, specifications, plans, process know-how, drawings, patterns, design formulae or any written instructions or confidential information supplied by RNB Group (or a customer of RNB Group) or produced by the Supplier in connection with the Contract shall remain the property of RNB Group (or where relevant the customer of RNB Group) and must be returned to RNB Group on fulfilment of the Contract at the expense of the Supplier. Any such information and information derived therefrom or otherwise communicated to the Seller in connection with the Contract shall not, without the written consent of RNB Group, be used for the supply of Goods to any third party, or copied, published or disclosed to any third party except for the purpose of carrying out this Contract.

17.2 The Supplier shall keep in good condition the information and matters referred to in this clause and shall provide for insurance of the property at its full value to the RNB Group. The Supplier shall provide proof of compliance with this insurance requirement on demand.

18. CONFIDENTIALITY

Each party agrees that all information received from the other party under the Contract, including the nature of the Goods and/or Services to be provided by the Supplier and the existence of any Contract shall be maintained in confidence and not disclosed to others, and the receiving party agrees not to use such information for any purpose other than the fulfilment of a Contract without the prior written consent of the other party. Each party shall use the same standard of care to protect the confidentiality of information received from the other party as it uses to protect its own confidential information, and shall limit disclosure of such information to those of its personnel and consultants who have an actual need to know and have a written obligation to protect the confidentiality of such information. The Supplier shall expressly not, without the prior written consent of RNB Group, advertise, or make public in any way, any business association between Supplier and RNB Group arising from the provision of Goods and/or Services to RNB Group, or the existence of any Contract, and the nature of any Goods and/or Services provided to RNB Group.

19. ANTI-BRIBERY

Each party shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption in any jurisdiction relevant to the parties and the supply of the Goods and/or Services ("Applicable Bribery Law"). No party shall place the other in breach of the Applicable Bribery Law.

20. LICENCES AND CONSENTS

If a licence or consent of any third party (including without limitation any governmental or other authority) is required in connection with the Supplier supplying the Goods and/or the Services, the Supplier shall obtain the licence or consent at its own expense and produce evidence of it to RNB Group on demand.

21. SECURITY AND DATA PROTECTION

21.1 Each party shall for the duration of this Agreement comply with the provisions of the Data Protection Act 1998 (including the Data Protection Principles set out in that Act) and from 25th May 2018 the General Data Protection Regulation and any similar or analogous laws, regulatory requirements or codes of practice (the "Data Protection Legislation") governing the use, storage or transmission of Personal Data and shall not do or permit anything to be done which might cause or otherwise result in breach of the same. This clause 21 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

21.2 RNB Group acknowledges that as defined in the Data Protection Act 1998 and for the purposes of the Data Protection Legislation, it is the Data Controller and the Supplier is the Data Processor of any Personal Data provided to it by the Supplier or obtained by it as part of its obligations under this Agreement. For clarity Data Subject, Data Controller, Data Supplier and Personal Data have the meanings as defined in the Data Protection Legislation. In its capacity as Data Processor, the Supplier undertakes to keep such Personal Data secure to use best endeavours to ensure that RNB Group is not in breach of its obligations under the current or any future Data Protection Legislation.

21.3 Without limitation to clauses 21.1 and 21.2, the Supplier undertakes:

21.3.1 to ensure a level of security appropriate to the nature of the Personal Data to be protected and the harm that might result from any unauthorised or unlawful processing or accidental loss, destruction or of damage to any such Personal Data;

21.3.2 to ensure the Supplier's employees and subcontractors who have access to Personal Data comply with this clause 21 and any restrictions in this Agreement;

21.3.3 the Supplier shall not enlist a subcontractor without the prior specific or general written confirmation from RNB Group. The Supplier shall additionally give RNB Group written notice of the appointment of any new subcontractors; and

21.3.4 to hold all necessary and appropriate consents and notices in place to enable lawful transfer of the Personal Data for the duration and purposes of this Agreement.

21.4 Without limitation to clauses 21.1 and 21.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this Agreement:

21.4.1 process that Personal Data only on the written instructions of RNB Group unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data (the "Applicable Laws"). Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for

processing Personal Data, the Supplier shall promptly notify RNB Group of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying RNB Group;

21.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by RNB Group, 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);

21.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

21.4.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of RNB Group has been obtained and the following conditions are fulfilled:

(i) the Supplier or RNB Group has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) the Supplier complies with its obligations under the Data Protection Legislation by providing a fully comprehensive level of protection to any Personal Data that is transferred; and

(iv) the Supplier complies with reasonable instructions notified to it in advance by RNB Group with respect to the processing of the Personal Data;

21.4.5 assist RNB Group, at the Supplier'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;

21.4.6 notify RNB Group without undue delay on becoming aware of a Personal Data breach;

21.4.7 at the written direction of RNB Group, delete or return Personal Data and copies thereof to RNB Group on termination of the Agreement unless required by Applicable Law to store the Personal Data; and

21.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 21 during the term of this Agreement and for up to 5 years after its expiry or termination.

21.5 The Supplier shall wholly indemnify and hold harmless RNB Group for any loss which RNB Group suffers as a result of the Supplier's failure to comply with its obligations under this clause 21. For clarity, this indemnity provision shall not exclude the right of RNB Group to any indemnity granted in favour of RNB Group under the Agreement.

21.6 RNB Group consents to the Supplier appointing third-party processors of Personal Data under this Agreement. As between the Supplier and RNB Group, RNB Group authorises third party contractors to process any Personal Data (as defined in the Data Protection Legislation) provided that the third party contractor's agreement with the Supplier is:

21.6.1 on terms identical to these set out in this Agreement; and

21.6.2 terminated automatically on termination of this Agreement.

21.7 RNB Group may propose at any time and on not less than 30 working days' notice and the other party shall not unreasonably object to, revisions to this clause 21.

21.8 The Supplier shall comply with any of the RNB Group's instructions in relation to the collection, processing and disposal of any Personal Data.

21.9 The Supplier agrees to provide evidence to RNB Group that it may reasonably request and upon being given sufficient notice, to demonstrate the Supplier's compliance with the current Data Protection Legislation.

22. RIGHTS OF THIRD PARTIES

A person who is not a party to this Contract will have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.

23. LAW

23.1 These conditions and any Contract made under them shall be governed by and construed in accordance with English Law and the courts of England shall have non-exclusive jurisdiction, provided that:

23.1.1 any claim brought against RNB Group must be brought within the courts of England; and

23.1.2 any dispute arising under or in connection with these Conditions or the purchase of the Goods and/or supply of the Services shall be referred to arbitration by a single arbitrator appointed by agreement.

24. ASSIGNMENT AND SUB-CONTRACTING

The Order is personal to the Supplier and the Supplier shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract without the prior consent in Writing of an authorised representative of the RNB Group.

25. NOTICES

Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

26. NO WAIVER

No waiver by the RNB Group of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.

27. SEVERANCE

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

28. JURISDICTION

The Contract shall be governed by the laws of England.