

APMG LTD STANDARD TERMS & CONDITIONS OF TRADING

1. Introduction

- 1.1 The reference to "Terms" or "Conditions" means these Terms and Conditions which are incorporated into and shall form part of the Contract.
- 1.2 For the purpose of these Conditions, the term "us" "we" or "APMG" shall mean APMG Limited.
- 1.3 The term "Customer" or "you" shall mean any other party, to which APMG shall offer a quotation, offer of sale or Contract.
- 1.4 "Contract" means the contract between APMG and the Customer comprising of APMG's quotation (including documents (if any) incorporated by express reference in the quotation) and the acceptance thereof by the Customer.
- 1.5 "Goods" for the purpose of these Terms shall include the design/ drawings; manufacture; supply; and installation and service of whole or part orders accepted by APMG.
- 1.6 "Invoice" shall mean the document dispatched from APMG to the Customer requiring payment, which will deem to include these Terms and Conditions of Trading.
- 1.7 "Proforma" or "Proforma Invoices" shall mean the document dispatched from APMG to the Customer requiring payment to APMG before delivery of the Goods.
- 1.8 "Order" shall mean the goods requested by the Customer and transmitted to APMG in any form bearing the Customer's name, address and official Order Number.
- 1.9 "Delivery note" shall mean the document accompanying the goods in their despatch and delivery from APMG to the Customer.
- 1.10 No conditions or stipulations in or attached to any form of order to APMG by the Customer which is inconsistent with these Conditions or which adds to or modifies them in any way shall have any effect.
- 1.11 No person in the employ of APMG or acting or purporting to act as an agent of APMG has the authority to accept orders or supply goods on any conditions other than these conditions in any way whatsoever, except by written agreement between the Customer and a Director of APMG.

2. Prices/ Quotations and Work Not Included

- 2.1 All quotations are valid for a period of 30 days unless otherwise agreed, in writing, subject to clause 1.11 above.
- 2.2 Proforma invoices are valid for the period stated thereon. If no period is stated the prices quoted are valid until the end of the month in which the invoice was raised.
- 2.3 All prices quoted are subject to the addition of Value Added Tax (VAT) at the prevailing rate at the time of delivery.
- 2.4 The prices quoted for goods exclude delivery/ carriage, installation and commissioning (unless otherwise stated).
- 2.5 The price for installation and commissioning is based on work carried out between 8am and 4.30pm Monday to Thursday and 8am to 3.30pm on Friday. We reserve the right to charge premium rates for all out of hours work.
- 2.6 Any agreed contract will not include, unless expressly stated, the following items:-
- Scaffolding and builders or other trades work for preparation of site, cutting away of walls, floors and other work necessary, including electrical wiring, to enable us to install the goods quoted for, or for making good after such installations;
 - The provision and maintenance of all necessary and suitable ladders, scaffolding, hoists, staging or means of access;
 - You are to ensure that the conditions for work comply with all statutory or other obligations for the time being in force and indemnify us against liability arising out of any breach thereof.
 - Any mechanical or electrical work associated with our equipment unless agreed between the parties.

3. Orders

- 3.1 APMG's policy is to supply bona fide trade Customers against official Customer Orders. The proper control and authorisation of official orders is deemed to be the responsibility of the Customer. APMG cannot accept liability for the incorrect use or abuse of Customer official orders.
- 3.2 APMG reserves the right at any time and without explanation to:
- Refuse to accept an order.
 - Cancel an Order.
 - Suspend deliveries against an Order whether or not an account is in arrears.
 - Refuse cancellation of an order
 - Cancel unexecuted instalments of an Order.
- 3.3 No variation of an Order will be recognised unless otherwise agreed by APMG in writing.
- 3.4 APMG retains the right to levy the following:-
- 3.4.1 a handling charge equivalent to 50% of the contract price where a customer cancels an Order on a standard product;
 - 3.4.2 Up to 100% of the contract price where the Customer cancels an order on a non-standard or bespoke product.
- 3.5 Customers are responsible for checking the accuracy of all Order acknowledgments. APMG will acknowledge all Customer Orders in writing, no claims for discrepancies between the items and quantities ordered and those supplied will be accepted where goods supplied are in keeping with those acknowledged.

4. Waiver and Variations

- 4.1 Any waiver or variation of these terms is not binding unless:
- 4.1.1 Made (or recorded) in writing;
 - 4.1.2 Signed on behalf of each party; and
 - 4.1.3 Expressly stating an intention to vary these terms.
- 4.2 All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.
- 4.3 Contract variations must be in writing on your official notepaper. The additional cost of carrying out your variations will be either agreed prior to the work commencing or will be authorised by you on a time and material basis pursuant to the terms contained within the contract.
- 4.4 Should we incur extra cost owing to suspension of work by your instructions or lack of Instructions, interruption, delays, overtime, unusual hours of work for which we are not responsible, such costs will be charged as an extra at the rates prevailing in the industry plus an allowance for overheads and profit.

5. Payment

- 5.1 You are to pay us in cash or otherwise in cleared funds prior to delivery (Proforma), unless you have an approved credit account.
- 5.2 If you have an approved credit account, payment is due 30 days from the end of the month stated on the invoice, unless otherwise agreed in writing.
- 5.3 If you fail to pay us on the due date we may:-
- 5.3.1 Suspend or cancel future deliveries;
 - 5.3.2 Cancel any discount offered to you;

- 5.3.3 If you fail to make payment due to us under the Contract by the due date for payment, you shall pay interest on the overdue amount, at the rate of 8% per annum above the Bank of England base rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount. You will pay interest together with the overdue amount.
- 5.3.4 Claim fixed sum compensation from you under s.5A of the Late Payment of Commercial Debts (Interest) Act 1998 ("The Act") to cover our credit control overhead costs; and
- 5.3.5 Recover (under clause 5.7 of The Act) the cost of taking legal action taken against you.
- 5.4 If you have an approved credit account, we may withdraw it or reduce your credit limit or bring forward your due date for payment.
- 5.5 You do not have the right to offset any money you may claim from us against anything you may owe us.
- 5.6 While you owe money to us, we have a lien on any of your property in our possession.
- 5.7 You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by you of any of your obligations under these terms.
- ### 6. Delivery
- 6.1 APMG reserve the right to charge carriage on deliveries as appropriate.
- 6.2 All times quoted by us for delivery, installation or performance of any of our obligations are given in good faith, but are to be treated as estimates only.
- 6.3 If we fail to perform any of our obligations within the time stated on the quotation, you may discuss a cancellation with us, however:
- 6.3.1 You may not cancel if we receive your notice after the goods have been dispatched; or installation has commenced; or upon manufacture if the product is non-standard; and
 - 6.3.2 Section 3.4 applies; and
 - 6.3.3 If you cancel the contract, you have no further claim against us under that contract.
- 6.4 If you allow us to perform any of our obligations after the estimated time for doing so, or if you accept receipt of the goods after the estimated completion time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the goods).
- 6.5 If for any reason you fail to accept delivery of any goods when they are ready for delivery, or we are unable to deliver the goods by the date we give for collection, we may:
- 6.5.1 Treat the goods as having been delivered on that day (for the purposes of risk, inspection and payment); and
 - 6.5.2 Charge you for the storage or redelivery of those goods.
- 6.6 We may install or deliver goods in instalments. Each instalment is treated as a separate contract and failure by us to deliver any one or more of the instalments in accordance with these conditions or any claim by the Customer in respect of any one or more instalments, shall not entitle the customer to treat the contract as a whole repudiated.
- ### 7. Title
- 7.1 Until you pay all debts you may owe us:
- 7.1.1 All goods supplied by us remain our property;
 - 7.1.2 You must store or label them so that they are clearly identifiable as our property;
 - 7.1.3 You must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us;
 - 7.1.4 We have your permission to enter any premises where the goods may be stored:
 - At any time to inspect them; and
 - After your right to use and sell them has ended, to remove them, using reasonable force if necessary.
- 7.2 You may use the goods and sell them in the ordinary course of your business, but not if:
- (a) we revoke that right (by informing you in writing); or
 - (b) you become insolvent (see 14.2)
- 7.3 You must inform us (in writing) immediately if you become insolvent.
- 7.4 If your right to use and sell the goods ends you must allow us access to remove the goods.
- 7.5 Despite our retention of title to the goods, we have the right to take legal proceedings to cover the price of goods supplied should you not pay us by the due date.
- 7.6 You are not our agent. You have no authority to make any contract on our behalf in our name.
- ### 8. Specifications
- 8.1 Drawings or Specifications produced by us must not be reproduced without our prior written permission.
- 8.2 If we prepare goods in accordance with your specifications or instructions you must ensure that:
- 8.2.1 The specifications or instructions are complete and accurate;
 - 8.2.2 Goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them; and
 - 8.2.3 Your specifications or instructions will not result in the infringement of any intellectual property rights of a third party, or in the breach of any applicable law or regulation.
- 8.3 We are not responsible for the performance or suitability of goods manufactured in accordance with your specifications and instructions.
- 8.4 We reserve the right to:
- 8.4.1 Make any changes in the specifications of our goods that are necessary to ensure they conform to any applicable safety or statutory requirements; and
 - 8.4.2 Make without notice any minor modifications in our specifications we think necessary or desirable.
- 8.5 Any weights, dimensions, capacities, ratings and general description contained in our catalogues and advertising material are illustrative only and will not form part of the contract between us.
- 8.6 Unless expressly stated in the contract gauges, weights, composition, quantities and sizes will so far as possible be adhered to, but you must allow for reasonable variations and will not be entitled to reject the goods on the grounds that the goods are not precisely as specified.

<p>9. Responsibility on Site</p> <p>9.1 You will have all preparatory work ready in accordance with our current requirements including work by other trades.</p> <p>9.2 You shall pay all reasonable charges for any extra journeys and/or work arising from the un-readiness of such preparatory work.</p> <p>9.3 You will be responsible for carrying out in proper fashion any consequential work by other trades.</p> <p>9.4 You will be responsible for proper protection from the weather of all works in progress and where necessary, a dry, heated, lockable storage area is to be provided.</p> <p>10. Safety on Site</p> <p>10.1 If we are to carry out installation or commissioning at your premises, you must ensure that the workplace is safe for our workforce and there is suitable access and lighting to the area to be worked upon. You must provide running water and electricity to us free of charge.</p> <p>10.2 You must also provide, free of charge, convenient access to, on and about the site; all reasonable facilities for continuously carrying out the work during the ordinary working hours recognised by our industry; a suitable 'lock-up' store for storage of tools and materials;</p> <p>10.3 We may decline to deliver the goods, carry out installation or commissioning if:</p> <p>10.3.1 We believe that it would be unsafe, unlawful or unreasonably difficult to do so; or</p> <p>10.3.2 The premises (or access to them) are unsuitable for our vehicle or equipment.</p> <p>10.4 Where we carry out installation or commissioning at your premises you must comply with any applicable laws and regulations.</p> <p>10.5 If you are collecting goods from us, you are responsible for the size, weight and positioning of any load on your vehicle and must ensure that your vehicle is sufficiently equipped to enable safe loading.</p> <p>11. Risk</p> <p>11.1 The goods are at your risk from the time of delivery.</p> <p>11.2 Delivery takes place either:</p> <p>11.2.1 At our premises (if you are collecting them or arranging delivery/ carriage); or</p> <p>11.2.2 At your premises or address specified by you (if we are arranging delivery/ carriage)</p> <p>11.3 You must inspect the goods on delivery. If any goods are damaged (or not delivered) you must inform us within 24 hours of delivery (or the expected delivery time). You must give us (and any carrier) a fair chance to inspect the damaged goods. If you fail to notify us in accordance with the preceding requirements, you will not be entitled to reject the goods and will be deemed to have accepted the goods in accordance with the contract.</p> <p>12. Export Terms</p> <p>12.1 Where the goods are supplied by us to you by way of export from the United Kingdom then this clause applies (except to the extent that it is inconsistent with any written agreement between us).</p> <p>12.2 The 'Incoterms' of the International Chamber of Commerce which are in force at the time when the contract is made apply to exports, but these terms prevail to the extent that there is any inconsistency.</p> <p>12.3 Unless otherwise agreed, the goods are supplied ex works our place of manufacture.</p> <p>12.4 Where the goods are to be sent by us to you by a route including sea transport we are under no obligation to give a notice under section 32(3) of the Sale of Goods Act 1979.</p> <p>12.5 We are not liable for death or personal injury arising from the use of the goods delivered in the territory of another State (within the meaning of s.26 (3) (b) Unfair Contract Terms 1977).</p> <p>13. Delays and Force Majeure</p> <p>13.1 If we are unable to perform our obligations to you (or able to perform them only at an unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability.</p> <p>13.2 Whilst every effort will be made by us to comply with your requirements regarding delivery dates etc. no responsibility can be accepted by us for delays beyond our control.</p> <p>13.3 Examples of those circumstances include any act of God, accident, fire, explosion, war, terrorism, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.</p> <p>13.4 Subject to unforeseen delays arising from acts or default on your behalf or any cause beyond our control, work is planned for production according to the delivery date agreed upon acceptance of order.</p> <p>13.5 If, for reasons beyond our control, you are unable to accept delivery at the agreed date, we reserve the right to make a claim for payment. We are prepared to store equipment at our expense pending acceptance of the assignment by you.</p> <p>13.6 If manufacture, supply and installation is delayed or cancelled, by act or default on your behalf, we reserve the right to make a claim for loss and expense arising from the delay.</p> <p>14. Determination</p> <p>14.1 We shall be entitled to determine the Contract in the event of you committing an act of bankruptcy, making composition with creditors, having a receiver appointed, presenting or having presented a petition for your winding up or resolving that it shall be wound up voluntarily.</p> <p>14.2 We may treat you as insolvent if:</p> <p>14.2.1 You are unable to pay your debts as they fall due; or</p> <p>14.2.2 You (or any item of your property) become the subject of:</p> <p>a. any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy;</p> <p>b. any application or proposal for any formal insolvency procedure; or</p> <p>c. any application, procedure or proposal overseas with similar effect or purpose.</p> <p>14.3 This clause shall be without prejudice to any right we shall have to retain or recover due damages.</p> <p>15. Guarantees, Warranties and Limitation of Liability</p> <p>15.1 If you believe that we have supplied goods or services that are defective in material or workmanship, you must:</p> <p>15.1.1 Inform us (in writing), with full details (including Order and/or serial number, if applicable), as soon as possible; and</p> <p>15.1.2 Allow us reasonable time to investigate the alleged defective material or workmanship either in situ or at APMG (at our discretion).</p> <p>15.2 APMG will for a period of 12 months from the date of supply or installation provide a warranty on the goods and services. This is on the following proviso:-</p>	<p>(a) You have complied with those conditions in clause 15.1; and</p> <p>(b) the goods and services have found to be defective in material and/ or workmanship.</p> <p>15.3 The warranty provides us with the discretion to do the following:-</p> <p>(a) attend site to repair; or</p> <p>(b) request the item to be returned (at your cost) to APMG to repair; or</p> <p>(c) replace; or</p> <p>(d) refund the defective part.</p> <p>15.4 This warranty/ guarantee does not extend to cover any claim arising from fair wear and tear; wilful damage; negligence; unskilled attendance in operation of the installation; storage or use in unsuitable conditions.</p> <p>15.5 APMG's warranty is limited up to the original order value of the relevant defective part.</p> <p>15.6 If the original order was for the supply of goods only then this warranty is limited to a return to APMG for us to repair or replace the defective part of the supplied goods, at our discretion.</p> <p>15.7 We are not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of use) arising from the contract or the supply and/ or installation of the goods or services or the use of goods, even if we are negligent.</p> <p>15.8 Variations of colour, finish, materials and other aspects of appearance may occur from time to time, and no liability is accepted, however caused.</p> <p>16. Cancellation and Returns</p> <p>16.1 You may not cancel the order unless we agree in writing (and then clauses 6.3.2 and 16.2 then apply).</p> <p>16.2 If the order is cancelled (for any reason) you are then to pay us for all stock (finished or unfinished) that we may then hold (or to which we are committed) for the order.</p> <p>16.3 We may suspend or cancel the order, by written notice if:</p> <p>16.3.1 You fail to pay us any money when due (under the order or otherwise);</p> <p>16.3.2 You become insolvent (refer to 14.2);</p> <p>16.3.3 You fail to honour your obligations under these terms.</p> <p>16.4 No goods may be returned by a Customer without the agreement of APMG.</p> <p>16.5 Goods returned to APMG for any other reason than those expressly covered in section 15 above will attract a handling and restocking charge of 50% for standard products and up to 100% for non-standard or bespoke products.</p> <p>16.6 No liability will be accepted by APMG for loss or damage to goods returned in circumstances outside of these conditions.</p> <p>16.7 If there is a discrepancy between the goods advised as returned and those actually received, APMG will only credit the goods received.</p> <p>17. Copyright</p> <p>The copyright and all other intellectual property rights in all lists, descriptions, articles, drawings and other information produced by APMG shall remain the property of APMG at all times.</p> <p>18. General</p> <p>18.1 With regards to law and jurisdiction the following will apply:-</p> <p>18.1.1 Any Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.</p> <p>18.1.2 You and APMG both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation including non-contractual disputes or claims).</p> <p>18.2 If you are more than one person or entity, each person or entity has joint and several liability/ obligations under these terms.</p> <p>18.3 If any of these clauses/ terms are unenforceable as drafted:</p> <p>18.3.1 It will not affect the enforceability of any other part or clauses in these terms; and</p> <p>18.3.2 If it would be enforceable if amended, it will be treated as so amended.</p> <p>18.4 No contract will create any right enforceable (by virtue of the Contracts (Rights of the Third Parties) Act 1999) by any person not identified as the buyer or seller.</p> <p>18.5 We reserve the right to amend any error or omission in these Terms.</p> <p>19. DATA PROTECTION</p> <p>19.1 With respect to the parties' rights and obligations under this Agreement, the parties acknowledge that the customer is the data subject and APMG (Supplier) is the controller when any personal information is processed as per the written arrangements with Customer in the course of performing the obligations under this Agreement ("Customer Personal Data").</p> <p>19.2 It is further acknowledged by the parties that Customer Personal Data:</p> <p>19.2.1 relates to any data subject who is identified or identifiable, directly or indirectly, regardless of but may include such categories as [employees or contractors of: (i) Customer or any company within Customer; (ii) third party suppliers to Customer and/or any company within Customer; and (iii) corporate customers of Customer and/or any company within Customer];</p> <p>19.2.2 comprises such categories, but not limited to, as [name, email address and other contact details; IP, other online identifiers, user names and passwords and location information of such data subjects; personal data resulting from specific technical processing relating to behavioural characteristics; automated processing of personal data evaluating the personal aspects relating to individuals, in particular to analyse aspects concerning their performance at work]; and</p> <p>19.2.3 shall be processed by the Supplier in order to supply the Services and only for the duration of this Agreement or for such further time as the parties shall both agree in writing.</p> <p>19.3 The Supplier undertakes that it shall:</p> <p>19.3.1 process the Customer Personal Data only in accordance with written arrangements as updated with Customer from time to time, including as set out in this Agreement, unless required to process the Customer Personal Data for any other purpose by applicable Law in which case, where legally permitted, the Supplier must inform Customer of this legal requirement before processing;</p> <p>19.3.2 notify Customer immediately if, in the Supplier's opinion, the arrangement for the processing of Customer Personal Data given by Customer breaches any provision of Data Protection Legislation;</p> <p>19.3.3 at no additional cost, keep or cause to be kept such information as is necessary to demonstrate compliance with its obligations under this clause (Data Protection), including a full and accurate record of all</p>
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	<p>categories of processing activities carried out with Customer in writing and in electronic form, and shall, upon reasonable notice, make available to Customer or grant to Customer and its auditors and agents, and any applicable law enforcement authority (including any applicable supervisory authority), a right of access to, and to take copies of, any information or records kept by the Supplier pursuant to this clause (Data Protection) – this information to contain no less than:</p> <p>(a) the name and contact details of the Supplier and of each Customer Company on behalf of which the Supplier is acting, and, where applicable, of Customer's or the Supplier's representative, and the data protection officer;</p> <p>(b) the categories of processing carried out with each Customer Company;</p> <p>(c) where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, in the case of ex-EEA transfers without adequacy, binding corporate rules, code of conduct, data protection seals, or standard contractual clauses, the documentation of appropriate safeguards such as:</p> <p>explicit consent from affected individuals, or evidence that the transfer is required for the performance or conclusion of the performance of a contract with said individual; and</p> <p>(d) where possible, a general description of the technical and organisational security measures as per standard data protection by design and data protection by default approaches;</p>	<p>applicable, the Supplier's affiliate, sub-processor or other relevant third party) acting as an Agent of the Customer to enter into standard contractual clauses ("Standard Contractual Clauses" as per Annex 1) between Customer and the recipient(s) outside of the EEA for the transfer or disclosure of personal information to organisations established in third countries (as may be amended by agreement of the parties for compliance with Data Protection Legislation). In the event that the Adequacy Decision granted in respect of the Standard Contractual Clauses is invalidated or suspended, or any supervisory authority requires transfers of personal information pursuant to such Standard Contractual Clauses to be suspended, then Customer may, at its discretion, forthwith require the Supplier to:</p>
19.3.4	<p>implement appropriate technical and organisational measures to protect Customer Personal Data against accidental or unlawful processing, loss, destruction, damage, alteration, or unauthorised disclosure or access, including the measures taken in accordance with Data Protection Legislation, and including so as to allow Customer to comply with its obligations under Data Protection Legislation – in particular, to safeguard against two new specific offences:</p> <p>19.3.4.1 for a person knowingly or recklessly to re-identify information that is de-identified personal data without the consent of the controller responsible for de-identifying the personal data.</p> <p>19.3.4.2 to alter, deface, block, erase, destroy or conceal information with the intention of preventing disclosure of all or part of the information that the person making the request would have been entitled to receive.</p>	<p>19.3.10.1 cease data transfers forthwith, and implement an alternative adequacy mechanism (as authorised in writing by Customer); or</p> <p>19.3.10.2 return all Customer Personal Data previously transferred, and ensure that a senior officer or director of the Supplier certifies to Customer that this has been done.</p>
19.3.5	<p>ensure that any staff or personnel (including Supplier Personnel and subcontractors) authorised to process Customer Personal Data shall be subject to a binding duty of confidentiality in respect of such data;</p>	<p>19.3.11 not retain any of the Customer Personal Data for longer than is necessary to perform its obligations under this Agreement and upon Customer's reasonable request, securely destroy (unless applicable Laws require continued storage of Customer Personal Data) or return such data.</p>
19.3.6	<p>provide such information and such assistance to Customer as Customer may reasonably require, and within the timescales reasonably specified by Customer, to allow Customer to comply with its obligations under Data Protection Legislation, including assisting Customer to:</p> <p>19.3.6.1 inform data subjects about the processing of their personal data;</p> <p>19.3.6.2 comply with its own organisational and technical data protection, privacy and security obligations;</p> <p>19.3.6.3 discharge its obligations to respond to requests for exercising data subjects' rights;</p> <p>19.3.6.4 comply with its obligations to inform data subjects and the applicable supervisory authority such as the UK Information Commissioner where required to do so about serious personal data breaches;</p> <p>19.3.6.5 carry out data protection impact assessments and audit data protection impact assessment compliance;</p> <p>19.3.6.6 carry out legitimate interest assessments, where required to do so, and audit legitimate impact assessment compliance; and</p> <p>19.3.6.7 consult with the applicable supervisory authority following a data protection impact assessment;</p>	<p>19.4 The Supplier must comply at all times with, and assist Customer in complying with its applicable obligations under Data Protection Legislation. The Supplier must not perform its obligations under this Agreement in such a way as to cause Customer to breach any of its applicable obligations under Data Protection Legislation.</p> <p>19.5 For the purposes of this clause (Data Protection), "controller", "processor", "data subject", "personal data", "processing", and "appropriate technical and organisational measures" will be interpreted in accordance with Data Protection Legislation.</p>
19.3.7	<p>not transfer any Customer Personal Data to any third party (including any sub-contractors) without the prior written consent of Customer. If there are any intended changes to the addition or replacement of any sub-contractors involved with the purpose of processing personal data, the Supplier must inform Customer in advance in case Customer should object. Where Customer does consent to the Supplier engaging a sub-contractor to carry out any part of the Services, the Supplier must ensure the reliability and competence of such sub-contractor, its employees or agents who may have access to the Customer Personal Data, and shall include in any contract with such sub-contractor provisions in favour of Customer which are equivalent to those in this clause (Data Protection) and as are required by Data Protection Legislation. For the avoidance of doubt, where a sub-contractor fails to fulfil its obligations under any sub-processing agreement or Data Protection Legislation or otherwise causes the Supplier to be in breach of the obligations of this clause (Data Protection), the Supplier will remain fully liable to Customer for the failure of fulfilment of its obligations under this Agreement;</p>	
19.3.8	<p>notify Customer without undue delay in writing of any actual or suspected breach of this clause (Data Protection) on its part or that of the Supplier Personnel, and provide full and prompt information and assistance to Customer and any applicable law enforcement authority (including any applicable supervisory authority) in relation to such breach at its cost;</p>	
19.3.9	<p>notify Customer without undue delay in writing if it receives from any applicable law enforcement authority (including any applicable supervisory authority) where permitted to do so:</p>	
19.3.9.1	<p>any communication seeking to exercise rights conferred on the data subject by the Data Protection Legislation;</p>	
19.3.9.2	<p>any complaint or any claim for compensation arising from or relating to the processing of Customer Personal Data; or</p>	
19.3.9.3	<p>any communication from any applicable law enforcement authority (including any applicable supervisory authority);</p>	
19.3.10	<p>not transfer any Customer Personal Data outside of the European Economic Area (the "EEA") without Customer's express prior written consent. Where Customer does consent to the transfer of Customer Personal Data outside of the EEA, the Supplier must comply with all applicable provisions of Data Protection Legislation relating to the transfer of such personal information outside of the EEA, and undertakes to take all steps necessary to comply with those provisions, including the Supplier (or, where</p>	