

SEA Standard Terms and Conditions of Sale

1 DEFINITIONS

1.1 In these Conditions:

"Buyer" means the Party who purchases or agrees to purchase the Goods and/or Services;

"Buyer Furnished Items" means any documents, goods, articles or other materials, and any data or other information provided by the Buyer to the Seller relating to the Goods and Services;

"Conditions" means these SEA standard conditions of sale;

"Contract" means a contract between the Parties for Goods and/or Services which is binding and enforceable on acceptance by the Seller of a Purchase Order in accordance with clause 2.3, and which includes all specifications, plans, drawings and other documents that are expressly incorporated into it by reference to Seller's Quotation. All Contracts will be subject to and incorporate the terms of these Conditions.

"EXW" means Ex-Works as such expression is defined in INCOTERMS 2020 published by the International Chamber of Commerce;

"Goods" means the materials and articles, including user documentation associated therewith, to be supplied by the Seller to the Buyer in accordance with the requirements of the Contract;

"Intellectual Property Rights" means all copyright and all rights in relation to inventions, patents, registered designs, design rights, database rights, copyrights, know-how, trademarks (whether registered or not) and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world;

"Party" means either of the Seller and the Buyer as applicable, together being the "Parties";

"Purchase Order" means the purchase order raised by the Buyer on the Seller for the purchase of Goods and/or Services;

"Quotation" means Seller's quotation for Goods and/or Services issued to the Buyer.

"Seller" means Systems Engineering & Assessment Limited;

"Services" means the tasks that will be the responsibility of or performed by the Seller in accordance with the requirements of the Contract; and

"Software" means any proprietary software contained in the Goods and/or output of Services.

2 APPLICATION OF TERMS

2.1 Unless varied by the written agreement of the Parties, these Conditions are the only conditions upon which the Seller is prepared to supply the Goods and Services to the Buyer. All other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document) are excluded in full and upon placing a Purchase Order the Buyer waives any right which it otherwise might have to rely on such terms and conditions.

2.2 No modification or addition to these Conditions or any Contract shall be valid unless made in writing and signed by the authorised representative of each Party.

2.3 Each Purchase Order for Goods or Services issued by the Buyer to the Seller shall be deemed to be an offer by the Buyer to purchase Goods or Services subject to these Conditions and no order placed

by the Buyer shall be deemed to be accepted by the Seller until a written acknowledgement of order is issued by the Seller or, (if earlier), the Seller delivers the Goods or Services to the Buyer. The Seller at all times retains the right, at its sole discretion, to reject a Purchase Order.

- 2.4 The Buyer will ensure that each Purchase Order references these Conditions and the Seller's Quotation reference where applicable.
- 2.5 A Contract will come into effect on the date of the unconditional acceptance in writing of a Purchase Order by the Seller and, unless terminated earlier in accordance with its terms, the Contract will continue for the term specified in the Purchase Order (or, where no such term is specified, until each Party has fulfilled its obligations under the Contract).
- 2.6 Where under the Contract, in addition to the Goods and Services, the Seller supplies to the Buyer any software, the provision and use of such software shall be governed by a separate software licence. In the event and to the extent that there is any conflict between these Conditions and the software licence, the terms of the software licence shall prevail.

3 PRICE AND PAYMENT TERMS

- 3.1 The price of the Goods and Services shown in the Contract are exclusive of VAT and other duties and taxes. Where applicable, VAT or other duties or taxes payable under the Contract shall be charged in addition to the Contract price and shall be payable by the Buyer.
- 3.2 The Buyer shall pay to the Seller all sums due under the Contract in full without the deduction of taxes, charges and other duties that may be imposed.
- 3.3 The Seller shall be entitled to invoice the Buyer at any time (i) after delivery, in accordance with clause 5; and (ii) at the end of each month in which the Services are provided, unless otherwise specified in the Contract.
- 3.4 All payments payable to the Seller under the Contract shall become due immediately upon termination of this Contract despite any other provision. The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 3.5 If the Buyer fails to pay the Seller any sum due pursuant to the Contract, then without prejudice to the Seller's other rights and remedies, the Buyer will be liable to pay interest to the Seller on such sums from the due date for payment. Interest will accrue at the annual rate of 2% above the base lending rate from time to time of the Royal Bank of Scotland plc, accruing on a daily basis until payment is made, whether before or after any judgement. The Seller also reserves the right to defer without penalty further delivery of any other Goods or Services which have been ordered by the Buyer so long as any account remains overdue until all overdue payments are made.
- 3.6 Payment shall be made to the Seller within 30 days of the date of invoice.

4 DESCRIPTION

- 4.1 The description of the Goods and Services shall conform to the specification thereof as set out in the Contract.
- 4.2 All drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the matters described in them. They will not form part of this Contract unless and to the extent expressly set out therein

5 SUPPLY OF GOODS AND SERVICES

- 5.1 The dates specified in the Contract for the supply of Goods and provision of Services is dependent upon the Buyer's timely delivery of any Buyer Furnished Items. No liability is accepted by the Seller for failure to deliver Goods and/or supply Services on a specified date or within a specified time.
- 5.2 Unless otherwise expressly stated in the Contract, delivery of the Goods and the provision of Services shall be in accordance with EXW INCOTERMS 2020.
- 5.3 Should the Buyer not collect the Goods in accordance with clause 5.2 above:
- 5.3.1 the Goods and Services will be deemed to have been delivered once the Buyer has been notified that they are ready for collection and the goods have been placed at the disposal of the Buyer at our works in accordance with Incoterms 2020; and
- 5.3.2 if the Goods are not collected after a 14-day period, the Seller reserves the right, after giving 30 days written notice to the Buyer at his last known address, to dispose of the Goods at the end of such 30-day period without further notice. Notwithstanding the foregoing, the Buyer shall be liable for all related costs and expenses (including without limitation storage and insurance) from the end of the above 14-day period to the date of collection, or disposal.
- 5.4 Risk in the Goods and Services will pass to the Buyer upon delivery pursuant to Clause 5.3.1, unless otherwise agreed in the Contract.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 Subject to the existing rights of third parties, ownership of all Intellectual Property Rights of:
- 6.1.1 Buyer Furnished Items shall remain with the Buyer; and
- 6.1.2 the Goods and/or the output of the Services shall, unless otherwise agreed in writing between the Buyer and the Seller,
- vest in the Seller.
- 6.2 The Buyer warrants that any Buyer Furnished Items and their use by the Seller for the purpose of performing the Contract and supplying the Goods or providing the Services will not infringe any Intellectual Property Rights of any third party.

7 RISK AND TITLE

- 7.1 Title to the Goods shall pass to the Buyer only when the Seller has received in full all sums due to it in respect of the Goods and Services.
- 7.2 Until ownership of the Goods has passed to the Buyer, the Buyer must:
- 7.2.1 store the Goods (at no cost to the Seller) in such a way that they remain readily identifiable as the Seller's property;
- 7.2.2 not change the character of, consume, process or otherwise dispose of any Goods nor destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- 7.2.3 maintain the Goods in satisfactory condition insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller.
- 7.3 The Buyer's right to possession of the Goods shall terminate immediately if:
- 7.3.1 the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the time being in force for the

relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

- 7.3.2 the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/performance any of his/its obligations under the Contract or any other contract between the Seller and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases or threatens to cease to trade.

8 BUYER FURNISHED ITEMS

- 8.1 As may be specified in the Contract, the Buyer shall at its own expense supply and deliver to the Seller all necessary Buyer Furnished Items.
- 8.2 The Buyer shall ensure the accuracy and suitability of any Buyer Furnished Items and that they are delivered as required by the Contract and in a condition fit for the purpose of the Contract. In particular where the Buyer has ordered Goods from the Seller to be manufactured from drawings, specifications, applications, designs, technical data or samples supplied by the Buyer to the Seller, the Buyer warrants and represents that it is absolutely entitled to make such an order and that the manufacture or supply of the goods by the Seller against technical data provided and, in accordance with clause 6.2 above, will not be in breach of any third party's intellectual property or other industrial property rights. The Buyer shall indemnify the Seller against all costs, charges, expenses, loss direct and or indirect damages suffered by the Seller as a result of any such breach.
- 8.3 The Buyer shall accept full responsibility for any inaccuracy in drawings, specification or other particulars and information supplied by it and will be liable to the Seller for any work carried out in accordance with such information. If any material, equipment, and/or products supplied by the Buyer or by any agent and/or Buyer's third party is found to be defective, the Buyer shall be liable to pay the Seller for all work carried out on such material and shall be liable to the Seller for any consequential losses, whether indirect or direct suffered as a result of such defective material and or information.
- 8.4 All materials, drawings, samples, specifications and other technical data prepared by either party shall remain the property of that party and shall be treated as strictly confidential by the other party who shall not use the same except in connection with this purchase order but shall keep safe all such items in its possession and replace any which are lost or damaged and will not part with possession of any of them or do any act inconsistent with the right of the owner.
- 8.5 Any tools, jigs, dies and gauges made by the Seller in the performance of the contract, shall unless otherwise agreed remain the property of the Seller.
- 8.6 All tools, jigs, dies and gauges supplied by the Buyer shall remain the property of the Buyer but the Seller shall not be liable for any damage, or responsibility for maintenance or calibration, whilst in its possession. If the Buyer fails to collect them post contract, property in the tools, jigs and gauges will pass to the Seller after sixty (60) days following contract completion.

9 SITE REQUIREMENTS

- 9.1 Insofar as the Contract requires the Buyer's employees, agents and representatives to be present on the Seller's site, such employees, agents and representatives shall abide by such requirements, including security and health and safety regulations, as are applicable to their presence on the Seller's

said site, which may include obtaining security clearance from the Seller. A copy of such requirements will be available from the Seller on written request.

9.2 The Seller shall have the right to require the removal of anyone disobeying such requirements and reserves the right to refuse entry to any person whom it considers unsuitable.

9.3 The Seller's employees, agents and representatives shall abide by such regulations detailed in the Contract as are applicable to their presence on the Buyer's premises.

10 WARRANTY

10.1 Unless otherwise specified in the Contract, the Seller warrants that (subject to the other provisions of these Conditions) upon delivery, and for a period of 12 months from the date of delivery, the Goods will be of satisfactory quality within the meaning of the Sale of Goods Act 1994 and/or Services will have been carried out with reasonable care and skill as defined in the Supply of Goods and Services Act 1982 ("Warranty").

10.2 The Warranty shall not apply if:

10.2.1 10.2.1 the Buyer makes any further use of the relevant Goods after giving notice of such Warranty claim; or

10.2.2 10.2.2 a defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or

10.2.3 the Buyer alters or repairs the relevant Goods without the prior written consent of the Seller; or

10.2.4 any damage or loss has been caused by misuse, negligence or accident (in each case, other than directly by the Seller or its contractors).

10.3 Subject to clauses 10.2 and 10.4, if any of the Goods or Services do not conform with the warranty in clause 10.1, the Seller shall, as sole remedy and at its option either re-perform the relevant Services (or the non-conforming part thereof), or replace the relevant Goods (or the defective part thereof), or refund the charges for such Goods or Services at the pro rata Contract rate provided that, if the Seller so requests, the Buyer shall, at the Buyer's expense, return any Goods or the part which is defective to the Seller. The Seller shall have no further liability for any breach of the warranty in clause 10.1 in respect of such Goods or Services, apart from liability for any further breach of the warranty in clause 10.1 within the un-expired portion of the 12-month warranty period.

10.4 Where the Seller supplies, in connection with the supply of Goods, any goods or other materials supplied by a third party specified by the Buyer, the Seller does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Buyer the benefit of any warranty, guarantee or indemnity given by the person supplying the goods or other materials to the Seller.

11 LIMITATION ON LIABILITY

11.1 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982) are, to the fullest extent permitted by law, excluded from the Contract.

11.2 Nothing in these Conditions excludes or limits the liability of the Seller for fraudulent misrepresentation or for death or personal injury caused by the Seller's negligence.

11.3 Subject to Clauses 11.1 and 11.2:

- 11.3.1 the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the Contract price payable pursuant to clause 3; and
- 11.3.2 the Seller shall not be liable to the Buyer for any consequential loss, damage, costs, expenses or other claims for consequential compensation whatsoever, whether direct or indirect, or for any loss of profit, loss of business or depletion of goodwill, (howsoever caused) which arise out of or in connection with the Contract, and
- 11.3.3 the Buyer must take all steps reasonably within its power to avoid or mitigate any loss or liability which might otherwise arise in relation to the Contract.

12 SAFETY

- 12.1 The Buyer shall, in accordance with statutory health and safety requirements, provide prior written notice to the Seller of any health or safety hazards associated with:
 - 12.1.1 any Buyer Furnished Items; and/or
 - 12.1.2 Buyer facilities used by the Seller,

in the performance of work under the Contract. The Buyer is responsible for undertaking all necessary risk assessments associated with Buyer Furnished Items and shall meet the cost of all additional precautions or measures for dealing with such health or safety hazards.
- 12.2 The Buyer warrants that any Buyer Furnished Items or other substances which the Buyer brings onto the Seller's premises, or is required to provide for the purposes of the Contract, are not a safety hazard (except where the Seller has been given prior written notice pursuant to clause 12.1).
- 12.3 The Seller reserves the right to inspect such Buyer Furnished Items or other substances and to refuse them entry if the Seller considers them to be unsafe or pose unacceptable risks of injury or damage to persons or property.
- 12.4 The Buyer shall meet any reasonable costs incurred by the Seller resulting from the rejection of such items by the Seller and the Seller shall not be liable for any costs or delays to the Contract resulting from any decision under this Clause.
- 12.5 The Seller may at any time make any changes to the Goods or Buyer Furnished Items or Services which are necessary to comply with any applicable safety or other statutory requirements, and which do not materially affect the nature or quality of the Goods.

13 COMMERCIAL CONFIDENTIALITY

- 13.1 Without prejudice to the rights of either Party arising elsewhere in the Contract, all information exchanged between the Buyer and the Seller whether orally or in writing in connection with the Contract (including that contained in any Buyer Furnished Items) shall be treated as commercially confidential information unless otherwise indicated.
- 13.2 The receiving Party shall not use, disclose or knowingly permit to be disclosed to any person (except those of its own employees, agents or sub-contractors who need to know the information for the purposes of the Contract) otherwise than strictly for the purposes of the Contract or in exercise of the rights granted hereunder, any such information of the disclosing Party without prior written consent of the disclosing Party and the receiving Party shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Parties.
- 13.3 The obligations set out in this clause shall not apply to information which:

- 13.3.1 is in or enters the public domain (otherwise than by a breach of the receiving Party's confidentiality obligations);
 - 13.3.2 is known to the receiving Party at the time of disclosure;
 - 13.3.3 becomes known to the receiving Party from an independent source having the right to disclose it without restriction; or
 - 13.3.4 is shown have been generated independently by the receiving Party.
- 13.4 Nothing in this clause shall prevent either Party disclosing information received from the other Party to the extent required by applicable law or by the regulations of any stock exchange or regulatory authority to which such Party is subject or pursuant to any order of court or other competent authority or tribunal provided that the disclosing Party notifies the other Party as soon as possible of such requirement and the information which is required to be disclosed under such law or regulations.

14 TERMINATION

- 14.1 Without prejudice to any rights of action or remedy which have accrued or shall accrue, the Seller may at any time by written notice terminate the Contract if the Buyer is in breach of any material obligation under the Contract and:
- 14.1.1 if the breach is capable of remedy, the Buyer has failed to remedy such breach within thirty days of written notice to the Buyer; or
 - 14.1.2 at the expiry of the notice period in 14.1.1, in the reasonable opinion of the Seller, the breach is not capable of remedy.

15 CONSEQUENCES OF TERMINATION

- 15.1 Where the Seller terminates the Contract under clauses 14, 16, 17 or 24.3.2, the Buyer shall pay (i) a fair and reasonable price including profit, for work done which shall include all costs and liabilities incurred by the Seller; and (ii) any additional costs resulting from the termination of the work.
- 15.2 All outstanding payments due to the Seller at the date of notice of termination shall become due immediately upon termination of this Contract. All other payments pursuant to clause of 15.1 shall be payable within 30 days of the expiry of the termination notice period.
- 15.3 The provisions of clauses 3.4, 6, 7, 11, 13, 15 to 23, and 26 to 29 inclusive and any other clause expressly stated to survive termination shall survive termination of this Contract for whatever reason.

16 FORCE MAJEURE

- 16.1 The Seller shall not be liable for any failure to perform or any delay in performing its obligations if the failure or delay is due directly or indirectly to any cause beyond its reasonable control ("the event of Force Majeure"), which shall include but not be limited to the following: any act of God, fire, flood, explosion, accident, war, governmental actions, civil disturbance or emergency.
- 16.2 In the event of failure or delay arising from such circumstances, the performance of the Contract shall be suspended for such time as the delay continues.
- 16.3 The Seller shall be released from all obligations under the Contract if the event of Force Majeure lasting more than 60 days or renders the continuation or completion of the Contract impossible.

17 INSOLVENCY/BRIBERY

- 17.1 Each Party may at any time by notice in writing terminate the Contract if:

- 17.1.1 the other Party has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the other Party or for the granting of an administration order in respect of the other Party, or any proceedings are commenced relating to the insolvency or possible insolvency of the other Party; or
- 17.1.2 the other Party ceases or threatens to cease to carry on its business; or
- 17.1.3 the other party commits an offence under either the UK Bribery Act of 2010, or the International Anti-Bribery and Fair Competition Act of 1998.

18 INDEMNITIES

The Buyer shall indemnify the Seller in full against all liability, actions, suits, claims, demands, losses, charges, costs and expenses (including legal and other professional fees and expenses) incurred by the Seller and caused by the Buyer as a result of or in connection with the Contract howsoever arising.

19 WAIVER

No failure or delay on the part of either Party to exercise any right or remedy under this Contract shall be construed or operate as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy be similarly construed. The rights and remedies provided in this Contract are cumulative save where expressed otherwise in this Contract and are not exclusive of any rights or remedies provided by law save where expressed otherwise.

20 SEVERABILITY

If any provision of this Contract shall be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Contract shall not be affected.

21 ASSIGNMENT

- 21.1 The Buyer shall not, without the prior written consent of the Seller, assign or transfer or purport to assign or transfer the Contract or any part of it.

22 PUBLICITY

- 22.1 Neither Party shall, for publicity purposes without the prior written consent of the other Party:

- 22.1.1 make use of the other Party's name; or
- 22.1.2 make use of the name of any of the other Party's personnel, Buyers or agents; or
- 22.1.3 make use of any information obtained under the Contract; or
- 22.1.4 refer to the other Party or the Contract in any advertisement.

23 DISPUTE RESOLUTION

- 23.1 If any dispute arises out of or in connection with the Contract ("Dispute") the Parties undertake that, prior to the commencement of an alternative dispute resolution procedure under clause 23.2, they will seek to have the Dispute resolved amicably between them, including escalation to a more senior level of management. Either Party will be entitled to initiate such process by written notice to the other.
- 23.2 If the Dispute has not been resolved to the satisfaction of either Party within 21 days of initiation of the process pursuant to clause 23.1, they will seek to have the Dispute resolved by an alternative dispute resolution procedure acceptable to both Parties. Either Party will be entitled to initiate such procedure by written notice to the other.

23.3 If either Party fails or refuses to participate in or withdraws from participating in the procedure pursuant to clause 23.2, or if the Dispute has not been resolved to the satisfaction of either Party within 30 days of initiation of the said procedure, then either Party may refer the Dispute to the Courts.

23.4 Nothing in this clause 23 shall restrict or prevent either Party from seeking injunctive relief at any time.

24 EXPORT LICENCES

24.1 The Seller shall use all reasonable endeavours to obtain all necessary UK export or other licences, consents, clearances and/or authorisations (together, the "Export Licences") required in order to sell and export the Goods or Services.

24.2 The Buyer shall, at his own cost and expense, assist the Seller in obtaining the above Export Licences including end user certificates, undertaking or such other information as shall be reasonably required by the Seller to pursue an application for the Export Licences.

24.3 In the event that such Export Licences are not granted or are revoked, then:

24.3.1 such event shall be deemed to be a Force Majeure event under clause 16 and the Seller shall have no liability to the Buyer for completing the sale of any Goods or Services affected by such Export Licences, or for any loss, expense or damage whatsoever suffered by the Buyer; and

24.3.2 notwithstanding clause 16.3, the Seller may, by notice in writing to the Buyer, immediately terminate this Contract or any part of it relating to the Goods or Services in respect of which the Export Licences have not been granted or have been revoked.

24.4 The Buyer shall obtain all consents necessary for the import of the goods to the country of destination and where required any visas or consents required for the entry of the personnel into the country of destination and shall comply with all laws and regulations in connection therewith.

25 CHANGES IN LAW

The Buyer agrees that the Contract price assumes no changes to law during the term of the Contract. If the Seller believes a change in law has occurred, or is likely to occur, that will or may increase the costs it incurs in delivering the Goods and/or performing the Services or in any other way necessitate a change in the delivery of Goods and/or Services, it will notify the Buyer in writing as soon as practicable and such notice will stipulate:

- (a) the nature of such change or future change in law;
- (b) the date such change is expected to come into force, where not already enacted;
- (c) any necessary change to the Goods and/or Services to ensure continued compliance with the law; and
- (d) the extent of any increase to the Contract price arising from such change or future change in law.

Where the Seller has given notice under clause 27 of these Conditions, the Seller will be entitled to increase the Contract price commensurate with any increased cost of compliance, provided that before effecting such increase the Seller will provide to the Buyer a written statement from the Seller's Finance Director confirming that the Contract price has been re-calculated to reflect the increased costs to the Seller arising from the delivery of Goods and/or performance of Services during the term of the Contract, in conformance with such change notified to the Buyer pursuant to clause 27.

26 DATA PROTECTION

- 26.1 For the purposes of the following provisions of this Clause 29 the terms “Controller”, “Processor”, “Personal Data”, “Process” and “Processing” shall have the meanings given to them in Data Protection Act 2018 (DPA) and UK Data Protection Legislation.
- 26.2 Should there be any requirement to process Personal Data under a Contract, it is assumed that (unless otherwise stated in the Contract) the Seller is the data Processor and the Buyer is the data Controller.
- 26.3 The Processor agrees only to Process Personal Data for and on behalf of the Controller in accordance with the documented instructions of the Controller and only for the purpose detailed in the agreed Contract(s) or Annex A of this Agreement. The Processor agrees to comply with the obligations of the UK Data Protection Legislation including, but not limited to:
- (a) act only on written instructions from the data Controller (unless otherwise required by law);
 - (b) ensure any processing of personal information is limited to the processing set out in the contract or data Controller’s written instruction;
 - (c) on the written instruction of the data Controller, delete or return all personal information to the data Controller when the Processor ceases to provide the relevant services;
 - (d) ensure that any individuals processing the data are subject to a duty of confidentiality and comply with the Supplier’s obligations under the GDPR and DPA;
 - (d) take appropriate and maintain appropriate technical and organisational security measures to ensure compliance with the GDPR and DPA;
 - (e) only use a sub-processor with the prior written consent of the data Controller, and will then ensure that such sub-processor shall comply with these GDPR requirements;
 - (f) taking into account the nature of the processing, assist the data Controller by using appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the data Controller’s obligation to respond to requests for exercising the data subject’s rights under Chapter III of the UK Data Protection Legislation;
 - (g) subject to agreement of reasonable expenses, be able to demonstrate (including through records, inspections, audits) to the data Controller at any point (at a convenient time to be mutually agreed) compliance with the GDPR and DPA and will maintain a record of all data processing carried out on the data Controller’s behalf;
 - (h) report data breaches to the data Controller without undue delay;
 - (i) only transfer personal data to third countries with the data Controller’s prior written consent and in compliance with the GDPR;
 - (j) notify the data Controller immediately if it considers that any of the data Controller’s instructions infringe the GDPR and DPA;
 - (k) notify the data Controller immediately if it receives a request from an individual to access the personal data held on them, or if an individual asks to exercise its rights under the GDPR and provide the data Controller with relevant assistance;
 - (l) cooperate with the Information Commissioners Office (ICO) as necessary;
 - (m) take all measures required by Data Protection Act 2018 in relation to the security of Processing;
 - (n) allow the Controller to audit the Processor’s compliance with the obligations described in this Clause on reasonable notice subject to the Controller complying with all relevant health and safety and security policies of the Processor and to provide the Controller with evidence of its compliance with the obligations set out in this Clause; and
 - (o) assist the Data Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to the Processor; which means security of personal data, notification of personal data breach to the ICO and data subjects where appropriate, carrying out DPIAs and undertaking prior consultation with the ICO, carrying out cooperation with the ICO, applying principles of privacy by design.
- 26.4 The Controller is under a duty to comply with data protection legislation and to be accountable in relation to that compliance. Its obligations include, but are not restricted to:

- a) observing subject rights;
- b) keeping appropriate records;
- c) ensuring the security of personal data under its control even when being processed by third parties;
- d) carrying out Data Protection Impact Assessments where a type of processing (in particular using new technologies, and taking into account the nature, scope, context and purposes of the processing) is likely to result in a high risk to the rights and freedoms of natural persons and consulting with the Information Commissioner's Office in such cases where the Data Protection Impact Assessment indicates that the processing would result in a high risk in the absence of measures taken by the controller to mitigate the risk; and
- e) complying with the data protection principles around data retention, data minimisation, purpose restriction, data accuracy and currency, and data security using technical and organisational measures where possible.

26.5 The data Controller remains solely responsible for the purposes and manner in which Personal Data is to be controlled. The Seller will not be held liable for any unauthorised or unlawful use of Personal Data by the Buyer.

26.6 The provisions of this clause 26 shall apply during the term of any Contract(s) and after its termination howsoever arising.

27 NOTICES

27.1 A notice given under or in connection with the Contract shall be in writing and delivered by hand or sent by first class post or by facsimile or electronic communication to the address of the Seller or the Buyer shown in the Contract or to such other address as either the Seller or the Buyer may substitute by notice to the other Party.

27.2 Notice shall be deemed given:

25.2.1 if sent by first class post: two business days after posting exclusive of the day of posting; or

25.2.2 if delivered by hand: on the day of delivery; or

25.2.3 if sent by facsimile or electronic communication: at the time of transmission during normal UK business hours.

28 THIRD PARTY RIGHTS

The Parties do not intend that any term of these Conditions or any Contract shall be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to the Contract.

29 GOVERNING LAW AND JURISDICTION

29.1 The Contract shall be governed by and construed in accordance with English law.

29.2 The Buyer hereby irrevocably submits to the exclusive jurisdiction of the English Courts.

28 ENTIRE AGREEMENT

These Conditions supersede all previous conditions, understandings, commitments, agreements or representations whatsoever, whether oral, by conduct or written, relating to the subject matter hereof. The Buyer acknowledges and agrees that save as expressly set out in these conditions the Seller will not have any liability for any statement or representation made by it or on its behalf (whether or not negligently) upon which the Buyer may have relied in entering into the Contract.

ANNEX AROADFlow DATA PROCESSING INFORMATION

Subject matter and duration of the processing	<p>Processing of moving and still images to capture vehicle number plates for use by the Buyer to record any breach of road traffic regulations.</p> <p>Duration until terminated in accordance with the Contract.</p>
The nature and purpose of the processing	<p>Receipt, collection, storage, retrieval, disclosure by transmission, dissemination or otherwise making available, restriction, erasure or destruction of data (whether or not by automated means) for the purposes of identifying road traffic contraventions.</p>
The type of personal data and categories of data subjects	<p>Images of vehicle registration marks captured as part of traffic enforcement activities. Images of members of the public may also be captured during this process.</p> <p>Images of vehicle registration marks can then be linked by the Buyer to subject's name, address and date of birth (however SEA does not have access to that personal information at any time).</p>