

Saint-Gobain Glass (United Kingdom) Limited

This document sets out the Terms and Conditions of Purchase agreed between Glassolutions and the Supplier for the provision of Goods and Services and which is incorporated into the Glassolutions Terms Sheet by signature of that document which acknowledges receipt of a copy of these terms and their incorporation.

Part A: Definitions

A.1 In the Contract, the following words and phrases shall have the following meanings unless the context requires otherwise:

The Supplier	Means the supplier of Goods and Services as defined in the Contract and identified in the Glassolutions Terms Sheet with full corporate details including company number and registered office address.
Glassolutions	Means Saint-Gobain Glass (United Kingdom) Limited trading as Glassolutions (company registered number 2442570) whose office is Saint-Gobain House, Binley Business Park, Coventry, CV3 2TT
Acquisitions	Means the acquisition during the Term (and during any period of continued trading between the parties after the expiry of the Term) by Glassolutions of the shares or assets of a company or business
Contract	Means the agreement containing the terms governing the trading relationship between Glassolutions and the Supplier for the supply of Goods or provision of Services and includes the Glassolutions Terms Sheet and Terms and Conditions of Purchase.
Data Controller	has the meaning set out in section 1(1) of the Data Protection Act 1998.
Data Subject	an individual who is the subject of Personal Data.
Delivery	Means when the Goods are off loaded and/or left safe at the premises as specified in the Purchase Order by or on behalf of the Supplier.
Deliverables	all documents, products and materials developed by or on behalf of the Supplier as part of or in relation to the Services in any form or media.
Direct to Site Deliveries	Means Goods delivered to a third party's address.
Discontinued Stock	Means in relation to any Goods or range of Goods or Services which have been the subject of a Purchase Order the withdrawal, discontinuation of supply or manufacture or replacement by the Supplier, for example but without limitation, by way of production of updated models or versions of the particular Goods or range of Goods.
Glassolutions Terms Sheet	means the S1 supplier terms agreement including any Glassolutions Terms Amendment Sheet, Vendor Assessment Questionnaire, or any other supplier agreed contract (including purchase order) issued by Glassolutions to be used in place of the Glassolutions Terms Sheet, which sets out commercial terms agreed between the Parties and when signed, forms part of the Contract or if applicable any Main Contract.
Glassolutions Terms Amendment Sheet	Means the Glassolutions amendment sheet or purchase order which details any changes in the commercial terms agreed between the parties within the trading term and which forms part of the contract.
Goods	Means any articles or things described and requested in the Contract or more particularly described in a Purchase Order.
Group	in relation to a company, means that company, each and any Subsidiary or holding Company from time to time of that company, and each and any Subsidiary from time to time of a Holding Company of that company.
Holding Company	means a holding company as defined in section 1159 of the Companies Act 2006
Main Contract	means the contract between Glassolutions and a third party for the completion of which the Goods are provided and the Services performed by the Supplier and the Main Contractor means the third party with which Glassolutions has contracted in the Main Contract.
Main Contractor	means the third party with which Glassolutions has contracted in the Main Contract
Personal Data	Has the meaning set out in 1(1) of the Data Protection Act 1998 and relates only to personal data, or any part of such personal data, of which GLASSOLUTIONS is the Data Controller and in relation to which the Supplier is providing data processing services under the Contract.
Price	Means in relation to the Goods and Services, the price agreed between the Parties subject to renewal and amendment in accordance with the provisions set out in the Contract.
Processing and Process	Have the meaning set out in section 1(1) of the Data Protection Act 1998.
Purchase Order	Means any request or a number of requests whether orally or in writing by Glassolutions to the Supplier for the supply of Goods or the provision of Services pursuant to the Contract, and unless the Supplier gives written notice of refusal

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	within 24 hours of receipt of the Purchase Order is deemed accepted by the Supplier if it includes a Glassolutions official Purchase Order number.
REACH	means the Regulations on Registration, Evaluation, Authorisation and Restriction of Chemicals.
Rebate, Loyalty Rebate and Listing Payment	Means the sums due and payable by the Supplier to Glassolutions in accordance with the percentages and time periods as agreed in the Glassolutions Terms Sheet and which are payable by cheque or BACS.
Rebatable Purchases	Means the Total Invoiced Value of qualifying products (as described in the Glassolutions Terms Sheet).
Regulations	Means directives, statutes, regulations, codes of practice or other instructions having the force of law relevant to the handling storage use sale or supply of Goods or the provision of Services in force from time to time, including the REACH regulations.
Services	Means any direct provision of skill, labour or employment described and requested in any Contract, Main Contract or Purchase Order including the delivery and off loading of Goods.
Specification	Means any description and/or sample of the Goods or Services including any plans, drawings, data or other information relating to the Goods or Services.
Stock Returns	Where applicable and according to the Glassolutions Terms Sheet means Goods which have previously been the subject of a Purchase Order but which Glassolutions returns to the Supplier in re-saleable condition as being in excess of its requirements and for which Glassolutions will receive full re-imburement of the Price for those Goods.
Subsidiary	In relation to a company wherever incorporated (a holding company) means a "subsidiary" as defined in Section 1159 of the Companies Act 2006 and any other company which is a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company. Unless the context otherwise requires, the application of the definition of Subsidiary to any company at any time will apply to the company as it is at that time.
Term	Means the agreement period set out in the Glassolutions Terms Sheet.
Terms and Conditions	Means the terms and conditions set out in this agreement
The Parties	Means Glassolutions and the Supplier.
Total Invoiced Value	Means the total invoiced value of Goods and Services provided pursuant to the Contract including the cost of freight and haulage, but excluding any settlement discounts, and excluding VAT.
Vendor Assessment Questionnaire	means a form issued to collect the required data to prequalify the Supplier and confirm acceptance of the Terms of Conditions.

- A.2**
- (i) In the event of conflict between the documents comprising the Contract they will take priority in the following order:-
Glassolutions Terms Sheet; first
Terms and Conditions of Purchase; second
 - (ii) the words "include" or "including" shall be interpreted without limitation to the words following.
 - (iii) references to Clauses shall be deemed to be clauses of the Terms and Conditions of Purchase.
 - (iv) the headings in these Terms and Conditions of Purchase are for convenience only and shall not affect their interpretation.
 - (v) the singular shall include the plural and vice versa.
 - (vi) references to any statute, statutory provision or regulation shall be construed as a reference to that statute provision or regulation as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- A.3** The terms and conditions of the Contract may only be altered by the written agreement of the Parties and any agreed amendments will be recorded, signed and dated by both parties on the Glassolutions Terms Amendment Sheet.

Part B: Sale of Goods and Price

- B.1** During the Term the Supplier shall sell and Glassolutions shall purchase such quantities of the Goods as may be ordered by Glassolutions by way of Purchase Order from time to time subject to the terms and conditions of the Contract which will supersede any terms and conditions referred to or relied on by the Supplier.
- B.2** Where the Supplier has previously supplied to Glassolutions goods similar to the Goods no change in specification shall be made without Glassolutions's written consent.

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- B.3** The Supplier shall comply with all statements and representations made by the Supplier its employees or agents relating to the Goods or Services prior to any Purchase Order and all such statements and representations shall be terms of the Contract.
- B.4** Glassolutions reserves the right prior to delivery of Goods or provision of Services pursuant to any Purchase Order to require modifications to the design or composition of the Goods or vary the nature of the Services by written notification to the Supplier.
- B.5** Modifications pursuant to Clause B.4 shall be deemed to be incorporated in the Purchase Order and a reasonable adjustment acceptable to the Parties shall be made to the Price. If agreement cannot be reached Glassolutions may terminate the Purchase Order or continue the Purchase Order as if such written notification had not been given. If the Purchase Order is terminated Glassolutions's sole liability to the Supplier shall be to pay the Price of the Goods or Services in respect of which the Purchase Order has been terminated less the sum saved by the Supplier as a result of the termination subject to the Supplier's duty to mitigate its loss. Glassolutions will not be liable for any other loss including loss of anticipated profit or indirect or consequential loss.
- B.6** Glassolutions shall place its Purchase Orders for Goods by fax, phone, email or EDI.
- B.7** Unless otherwise agreed in writing between the Parties during the Term or as provided for in the Glassolutions Term Sheet. Prices quoted at the time of the Purchase Order must be firm and unchangeable for the whole of the period in which the Supplier has agreed to deliver the Goods or Services under that Purchase Order. There shall be included in the Price quoted transportation and delivery costs of the Goods to the place or places and in the manner specified in the Contract or Purchase Order as subsequently specified by Glassolutions.
- B.8** Glassolutions reserve the right to terminate the Contract in the event the Supplier increases the Price without the written consent of Glassolutions.
- B.9** All prices quoted shall be exclusive of VAT together with all charges for packaging, packing, shipping, carriage, insurance, delivery installation and commission of the Goods and any duties, imports, or levies thereon. Glassolutions shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not shown on its terms and conditions of sale.
- B.10** Unless shown differently in the Glassolutions Term Sheet, where the Supplier has agreed rebate terms with Glassolutions these monies shall be paid monthly, one month in arrears from the start date of the Contract. Where the rebate involves volume or monetary increments, then 11 equal payments shall be made, with the final payment for that year being the balancing payment.

Part C: Invoicing and Payment

- C.1** The Supplier shall invoice Glassolutions for each separate Delivery promptly, following such Delivery. Each invoice shall fully and accurately quote the number of the Purchase Order and give a description of the Goods and Services and quantity comprised in that Delivery, and shall state the Price for the Goods and Services invoiced and the value added tax applicable.
- C.2** Provided that the invoice submitted is correct and contains the information as required under the Contract, and save where the Parties have agreed other payment terms which are set out in the Glassolutions Term Sheet, Glassolutions shall pay for Goods and / or Services in the first week following the end of the second month following the month in which the Goods are delivered or Services provided and accepted as conforming to the standards required by Glassolutions under the Contract.
- C.3** All invoices unless notified in writing by Glassolutions must be addressed to :-

Saint-Gobain Glass (United Kingdom) Limited trading as Glassolutions UK-CC01
PO Box 3618/10043
EMC Building 829 C
1931
Brucargo Zaventem
BELGIUM
- C.4** Glassolutions reserves the right to withhold payment in respect of disputed invoices. When an invoice that has been in dispute is subsequently cleared for payment, then the settlement terms that are applicable will be applied from the date of clearance. The Supplier, without prejudice to its other rights and remedies, shall be entitled to charge interest on late payment of non-disputed invoices at the rate of 2 per cent per annum above Barclays bank base rate for the time being in force from the due date of payment until the actual date of payment.

Part D: Delivery of Goods and supply of Services

- D.1** The Supplier shall deliver or procure the Delivery of Goods ordered to the location specified in the Purchase Order relating to the Goods anywhere in the United Kingdom and the Republic of Ireland, which for the avoidance of all doubt includes Northern Ireland, Isle of Wight, Anglesey and the Scilly, Orkney, Shetland and Hebridean archipelagos and the Isle of Man and the Channel Islands, and no surcharges shall be levied by the supplier for such deliveries.
- D.2** The Supplier shall be responsible for all loss or damage to the Goods up to and including Delivery thereof and in particular shall be responsible at its own cost and expense for arranging appropriate insurance of the Goods when being transported. The Supplier shall ensure that the Goods are properly packaged to arrive in good condition at its own cost to arrive at the place of Delivery specified by Glassolutions without damage and Glassolutions shall be entitled to treat pallets, packaging and materials as non-chargeable and non-returnable for credit unless stated otherwise in the Glassolutions Terms Sheet. The Supplier is responsible for and will ensure that all packaging material used should be capable of being re-cycled and must comply with the Packaging (Essential Requirement) Regulations 1998.
- D.3** The Supplier shall:
- a) Clearly in English mark on or attach to the outside of any consignment or package:
- ◆ The Glassolutions Purchase Order number;
 - ◆ The Supplier's name and address;
 - ◆ Full details of the destination which complies with the Purchase Order;
 - ◆ When appropriate, a clear notice as to the condition, fragility or hazardous nature of its contents;
 - ◆ Quantity within the Delivery
 - ◆ A Delivery note in duplicate
 - ◆ Where necessary a date code with a clear product description
- b) State on all documentation accompanying the consignment including delivery note, advice note, invoice or other documents relating to the order, the Glassolutions Purchase Order number and on Direct to Site Deliveries, the Glassolutions customer's order number or a given site reference for identification.
- D.4** Glassolutions will inspect the Goods within a reasonable period of actual Delivery and if it is apparent from that inspection that the Goods do not comply with the Contract Glassolutions will notify the Supplier in writing. If the Supplier disagrees with the contents of this notice, it must within 36 hours of receipt of the Glassolutions notice give written reasons to Glassolutions of the disagreement and within 72 hours of a written request by Glassolutions arrange a joint inspection at the place of Delivery. Failing this, the Supplier shall be deemed to have accepted that the Goods delivered are as stated by Glassolutions.
- D.5** Unless Glassolutions has exercised its rights under D.9 or otherwise agreed in writing the Supplier shall make good any shortages in the Goods and where appropriate, collect any of the Goods which do not comply with the Contract, which have been damaged in transit or which have visual defects and replace the same within 48 hours of the Supplier's acceptance or deemed acceptance in accordance with clause D.4 above.
- D.6** Goods may be collected by Glassolutions, its agents or customers by prior arrangement with the Supplier and if so agreed Glassolutions, its agents or customers shall collect the Goods within 14 days from the agreed collection date or the date agreed on the Purchase Order whichever is the later.
- D.7** The Supplier shall be solely responsible for the size, weight and positioning of any load on his or his haulier's vehicle and unless otherwise agreed for the provision of suitable labour and equipment and the unloading of Goods at the designated Delivery area.
- D.8** Where Glassolutions specifies in any Contract or Purchase Order that the Goods are a Direct to Site Delivery the Supplier shall deliver such Goods in accordance with the reasonable instructions supplied to it by Glassolutions or, if so agreed between the Parties, supplied by the third party and ensure that the procedures for Delivery set out in this clause and any Supplier charter distributed to Suppliers are strictly adhered to and will promptly notify Glassolutions of any complaint made by the third party as to Delivery (including complaints concerning compliance with the Contract) and action being taken by the Supplier to rectify the same. Direct to Site Delivery notes must include the third party's order number or site reference for ease of processing payment. A signed proof of delivery is to be obtained by the Supplier from the third party and kept for at least 6 months from the date of Delivery.
- D.9** All Goods delivered to Glassolutions or a third party must comply as to quantity, quality, description and sample as specified in the Contract, Purchase Order or Specification and any failure to comply with this sub-clause no matter how slight the non-conformity will entitle Glassolutions, at its option, to reject the whole delivery of Goods and claim damages suffered as a result.

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- D.10** Deliveries to Glassolutions branches should be made between the hours of 9:00am and 4pm, Monday to Friday unless agreed otherwise in writing by an authorised representative of Glassolutions. In case of dispute, written confirmation from Glassolutions of such authorisation will be required to substantiate exceptions.
- D.11** The Supplier shall:
- (i) perform the Services in accordance with the Required Standards and by any applicable dates agreed between Glassolutions and the Supplier;
 - (ii) co-operate with Glassolutions in all matters relating to the Services, and comply with all instructions of Glassolutions;
 - (iii) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract; and
 - (iv) provide all equipment, tools and vehicles and such other items as are required to provide the Services.
- D.12** The Supplier hereby assigns to Glassolutions, with full title guarantee and free from all third party rights, all intellectual property rights in the products of the Services, including for the avoidance of doubt the Deliverables. The Supplier shall also obtain waivers of all moral rights in the Goods and any goods that are transferred to Glassolutions as part of the Services under the Contract, including without limitation the Deliverables or any part of them, to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

Part E: Passing Of Risk and Lien

- E.1** Title and risk of loss or damage of any kind to the Goods shall pass to Glassolutions when Delivery or collection has been completed.
- E.2** In respect of the Goods and any goods that are transferred to Glassolutions as part of the Services under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to Glassolutions, it will have full and unrestricted rights to sell and transfer all such items to Glassolutions.
- E.3** The Supplier shall not be entitled to exercise a right of retention on any Goods in Glassolutions' possession and which are the property of Glassolutions nor exercise a lien over Glassolutions's property which is in the Suppliers possession.

Part F: Time

- F.1** The Supplier acknowledges that, to Glassolutions and their customers, the time or times or scheduled date or dates of delivery of Goods or Services notified by Glassolutions to the Supplier are of the utmost importance. The Supplier will use all best endeavours to meet and comply with these times. Unless otherwise agreed in the Glassolutions Term Sheet, if a Supplier on more than 3 occasions during the Term does not complete Services or effect Delivery of Goods on time or within a reasonable and agreed time thereafter, Glassolutions may terminate the Contract forthwith by giving written notice to the Supplier.
- F.2** Where it is necessary for Glassolutions to procure other goods or services of the same or similar description to make good such default by the Supplier and honour its obligations under contracts with its customers, Glassolutions may forthwith treat a Purchase Order as terminated without any further liability to the Supplier for the Goods or Services as referred to on said Purchase Order and at any time after the time for Delivery or provision of Services has elapsed and recover from the Supplier all damages, costs and expenses incurred including the amount by which the cost of the said procurement exceeds the price which has been paid or would have been payable to the Supplier in respect of the Goods or Services which should have been provided by the Supplier.
- F.3** The exercise of any of its rights under Clauses F.1 or F.2 is without prejudice to any other right or remedy Glassolutions may have and Glassolutions's failure to invoke any of its rights under this Clauses F.1 or F.2 on a continual or regular basis will not render them unenforceable.

Part G: Quality and Fitness

- G.1** The Goods and Deliverables shall comply with the Purchase Order, the Glassolutions Term Sheet, and in the case of Goods or Services provided by the Supplier which are necessary for the work under the Main Contract any applicable Specification as noted in the Main Contract, any applicable Specification and be of the best design, material and workmanship and will be fit for any purpose for which they are designed or any purpose which is specified or may be reasonably inferred from the Contract or Purchase Order or correspondence and dealings between the Parties relating to the Contract.

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- G.2** All Goods and Services must comply with the Regulations. In the event that any Regulation is amended or replaced, the Supplier shall give immediate notice to Glassolutions of such proposed amendments or changes and shall agree with Glassolutions a timetable to phase out the original Goods or Deliverables and introduce new Goods which comply in all respects with the new Regulations in sufficient time before the amendments or changes are effected. The Supplier shall collect the original Goods, if required to do so, from Glassolutions and deliver the replacement goods or deliverables at its own cost at such times as are agreed between the Parties.
- G.3** The Supplier shall give to Glassolutions at least six months prior written notice of the date that any of the Goods or Services will become Discontinued Stock. The Supplier also undertakes to pay for any/all point of sale information to assist in the sale of Discontinued Stock. This enables Glassolutions to sell through and effectively manage its stock of Goods which will become Discontinued Stock. The Supplier acknowledges and agrees that if it fails to give such notice, then within 30 days of the date the Goods become Discontinued Stock (which precise date shall be the earlier of the date the Supplier is no longer selling the Discontinued Stock or the date an updated model, version or range of the Discontinued Stock is available for purchase in the market place), the Supplier will purchase at the Supplier's cost and within one month, the Discontinued Stock which then remains unsold by Glassolutions. The value of the unsold Discontinued Stock will be credited to Glassolutions in full at original invoice value. If the Supplier provides at least three months prior written notice of the date that any of the Goods will become Discontinued Stock but any of such Discontinued Stock is not sold within 6 months of the date the Goods become Discontinued Stock, the Supplier shall at Glassolutions request collect from the locations provided by Glassolutions at the Supplier's cost and within 1 month following the request y Glassolutions, such remaining Discontinued Stock and credit Glassolutions, at the full invoice value, the value of the unsold Discontinued Stock.
- G.4** Services shall meet the standards indicated in any document supplied by the Supplier if accepted by Glassolutions or as otherwise specified by Glassolutions. If no standard is specified or offered the Services shall be provided in a professional manner to the highest standards applicable thereto and in any event with reasonable care and skill.
- G.5** The standards for the Goods and Services set out in Clauses G.1, G.2 and G.4 are the "Required Standards".
- G.6** Without limiting the provision of Clause G.2 and subject to Clause G.7, if Goods or Services prove to be defective during the period of 2 years from the date of provision of the Services or Delivery or collection of the Goods or from the date of dispatch by the Supplier of any product of the Supplier incorporating the Goods, whichever is the later (or such longer period as specified in the Supplier's or manufacturer's (if the Supplier is not the manufacturer) guarantee or warranty), Glassolutions may, at its option and without prejudice to any other right or remedy it may have, require the Supplier to re-render the Services or replace or repair the defective Goods. The Supplier shall re-render the Services or replace or repair such defective Goods at its own cost and expense upon demand and if for any reason the Supplier is unable to do so within reasonable time, then Glassolutions may arrange for such Services replacement or repair of Goods to be effected and the Supplier shall forthwith upon demand reimburse Glassolutions all costs and expense incurred.
- G.7** Should any of the Goods or Services fail in the reasonable opinion of Glassolutions to meet the Required Standards in any manner whatsoever at any time, Glassolutions may either, at its sole option without prejudice to any other right or remedy it may have:
- (v) Be entitled to terminate the Purchase Order forthwith without liability to the Supplier and procure other goods or services of the same or similar description and make good such default; and/or
 - (vi) Serve notice in writing on the Supplier indicating the problem, specifying what improvements are required and specifying such reasonable time by which the Supplier shall ensure that the Goods or Services reach the Required Standards. Should the Goods or Services not, in the reasonable opinion of Glassolutions, meet the Required Standards in such time as may have been specified as provided for above, Glassolutions may then forthwith and without further notice terminate the Contract; and/or
 - (vii) Be entitled to terminate the Contract forthwith by giving written notice to the Supplier if the Supplier has on 3 or more occasions supplied Goods which have initially failed in the reasonable opinion of Glassolutions to meet the Required Standards all of which failures will have been notified to the Supplier in writing under G.6(ii) previously.

Part H: Guarantees and Spare Parts

- H.1** If the Supplier supplies any Goods, whether manufactured by a third party or otherwise, the Supplier undertakes that it will honour any guarantee or warranty offered by it or the manufacturer in respect of the Goods and provide all spare parts (together with adequate instructions) at a reasonable cost to Glassolutions, so that Glassolutions can make these available to its own customers for the purpose of maintaining the Goods in good working condition for a minimum period of the expected life of the Goods or a period of 6 years whichever is the greater.

Part I: Public and Product Liability and Insurance

- I.1** Unless otherwise agreed in writing between the parties, the Supplier shall have in place a suitable policy of insurance to cover its liabilities to Glassolutions and other parties under the Contract and Main Contract and Glassolutions shall have the right to request evidence of such insurance. Such insurance shall be for a minimum of £5 million.

Part J: Termination

- J.1** Unless otherwise agreed in writing these termination provisions shall apply, Without prejudice to any right of Glassolutions to terminate the Contract as expressly contained herein, should Glassolutions wish to terminate the Contract for any reason it may give three months written notice, to the Supplier to that effect and the Contract shall terminate on expiry of the said three months' notice. At the end of the Term, the provisions of clause V5 shall apply.
- J.2** If Glassolutions reasonably believe that the Supplier Charter referred to in clause T4 is not complied with then, Glassolutions may terminate the Contract by giving one months' written notice, to the Supplier to that effect and the Contract shall terminate on expiry of the said one months' notice.
- J.3** If the Supplier (being a company) has a petition presented for its winding-up or the appointment of any administrator or passes a resolution for voluntary winding-up otherwise than for the purpose of a bona fide amalgamation or reconstruction or enters a scheme of arrangement or voluntary arrangement or compounds or makes any proposal to or enters into any arrangement with its creditors or makes or has made an application for a moratorium in connection with a proposal to its creditors or has a receiver or manager or an administrative receiver appointed over all or any part of its assets or (being an individual) has a petition presented for his bankruptcy or becomes bankrupt or insolvent or enters into any arrangement with its creditors or makes or has made an application for an interim order in connection with a proposal to creditors for a voluntary arrangement Glassolutions may terminate the Contract or any Purchase Order without liability to the Supplier forthwith by giving written notice to the Supplier.
- J.4** If the Supplier (being a company) undergoes a change of control as defined by S.416 of the Income and Corporation Taxes Act 1988 then Glassolutions may as its sole option and discretion terminate the Contract by giving one month's written notice to the Supplier at any time up to one year following such change of control.
- J.5** On termination of the Contract under Clauses F.1, G.7 (ii) or (iii), J.2 or M.5 any outstanding accepted Purchase Orders will be cancelled without liability to Glassolutions unless Glassolutions gives written notice requiring a Purchase Order or Orders to be fulfilled in which case Glassolutions will pay the Price for Goods and/or Services delivered or performed in accordance with the Contract.
- J.6** On termination of the Contract under Clauses J1, J.2 or J.3 all outstanding Purchase Orders as at the date of termination will be fulfilled by the Supplier unless Glassolutions gives written notice cancelling all or any Purchase Orders in which case Glassolutions will pay the price of the Goods or Services in respect of which the Purchase Order has been cancelled less the sum saved by the Supplier as a result of the cancellation of the Purchase Order subject to the Supplier's duty to mitigate its loss.
- J.7** On termination of the Contract for whatever reason:
- (i) all monies or sums payable from the Supplier to Glassolutions including rebates on Rebatable Purchases up to the date of termination shall be due and payable within 14 working days at the date of termination;
 - (ii) all monies and sums payable from Glassolutions to the Supplier shall be due and payable in accordance with the Contract;
 - (iii) all items belonging to one party in the possession of the other party for whatever reason shall be made available for return to the owning party;
 - (iv) Glassolutions will have no liability to the Supplier whether direct, indirect or consequential including loss of supply rights, loss of goodwill, loss of anticipated profit or any similar loss or out of pocket expenses save as expressly provided for in the Contract.
- J.8** The express rights to terminate the Contract or any Purchase Order shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach of the Contract.
- J.9** The termination of the Contract, howsoever arising, will save as expressly provided be without prejudice to the rights and duties of the Parties accrued prior to termination.

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J.10 The terms and conditions of the Contract which, expressly or impliedly have effect after termination, will continue to be enforceable notwithstanding termination.

Part K: Indemnities

K.1 The Supplier shall indemnify and keep Glassolutions indemnified in full and on demand against all direct, indirect or consequential liability damages claims losses costs and professional and other expenses (including legal costs on an indemnity basis) ("Claims") awarded against incurred or paid by Glassolutions as a result of or in connection with:

- (i) Goods supplied or Services provided which do not comply with the Contract;
- (ii) Goods supplied or Services provided which do not meet the Required Standards;
- (iii) Goods supplied or Services provided which do not comply with the Regulations;
- (iv) any dispute or claim whether in contract or tort or the assertion of a statutory right or other claims or proceedings made or brought against Glassolutions in respect of or in connection with Goods supplied or Services provided or the use of or any other dealing with the Goods by Glassolutions or by a third party including but not limited to product liability claims, claims under the Consumer Protection Act 1987 and claims by a third party alleging infringement of its intellectual property rights;
- (v) any act or omission of the Supplier or its employees or agents or subcontractors in complying with the obligations under Clauses M.1, M.2, M.3 or M.6;
- (vi) any act or omission of the Supplier or its employees or agents or subcontractors in carrying, supplying, delivering, loading, off loading or installing the Goods;
- (vii) any act or omission of the Suppliers or its employees or agents or subcontractors in connection with the performance of the Services;
- (viii) any act or omission of any third party to whom the Supplier has assigned transferred or subcontracted any of its obligations under the Contract;

K.2 The Supplier shall supply Glassolutions at the Supplier's expense with all reasonable assistance required by Glassolutions to deal with any Claim.

K.3 Claims under Clause K.1 shall include claims for personal injury and death save that Clause K.1 shall not apply to Claims relating to personal injury or death caused by the negligence of Glassolutions its employees or agents.

K.4 This indemnity shall not apply if and to the extent that a Claim arises from:

- (i) Glassolutions's fraudulent misrepresentation for which Glassolutions shall be responsible.
- (ii) defects in design or any Specification if Glassolutions has supplied or furnished the design or Specification and the Supplier has disclaimed responsibility.

Part L: Assignment and Subcontracting

L.1 The Supplier shall act at all times as principal and shall not, without the prior consent in writing of a duly authorised officer of Glassolutions, assign, transfer or sub contract any obligations or benefit of these conditions or the terms of the Contract. In the event that such consent is given to sub-contract, the Supplier agrees that it remains bound by these terms as principal.

Part M: Safety Inspection and Testing

M.1 The Supplier as a responsible employer shall comply with the Health & Safety at Work etc. Act 1974 and any amendments thereto, all relevant safety regulations and environmental requirements whether of a statutory, regulatory, code of practice or other nature and any regulations of Glassolutions which are communicated to the Supplier as being relevant to the site to which the Goods are delivered or Services provided.

M.2 The Supplier shall supply Glassolutions with all instructions, information and warnings necessary for the safe handling storage and use of the Goods together with all Health and Safety handling and hazard data and such other information as Glassolutions may deem necessary to comply with any Regulation. Nothing in this Clause M.2 shall be construed as relieving the Supplier from any obligation or liability it may have under the Contract or any Regulation. The Supplier undertakes to notify Glassolutions immediately it becomes aware of any claim, whether actual or threatened, that the Goods are unsafe or do not comply with any Regulation.

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- M.3** The Supplier shall have up-to-date test certificates and quality control certificates in respect of the Goods in place at all times and these shall be available to Glassolutions for inspection on reasonable notice. Photocopies of such certificates will be supplied at Glassolutions's reasonable request free of charge. In order to comply with its product liability obligations and any Regulation Glassolutions will also be entitled to have supervised access to the Suppliers premises during normal business hours to inspect and test the Goods during manufacture, processing and storage and the Supplier shall provide or procure the provision of all such facilities at its own cost (including the costs of tests carried out by an independent party) as may reasonably be required by Glassolutions for that purpose.
- M.4** If, as a result of any inspection or test under this Clause or upon Delivery and without prejudice to Clause D.4, Glassolutions's representative is of the opinion that the Goods do not comply with any Regulation, the Specification or are otherwise unsafe or are unlikely on completion of manufacture or processing so to comply or be unfit for the purposes required by Glassolutions then Glassolutions shall give notice to the Supplier in writing and the Supplier shall take such steps forthwith as are necessary to ensure such compliance and notify Glassolutions of such steps taken.
- M.5** If the Supplier fails, in Glassolutions's reasonable opinion to take sufficient steps to ensure compliance with a notice served under Clause M.4 above or if, in the opinion of Glassolutions, the Supplier will be unable to comply with any reasonable notice, then Glassolutions may without further notice terminate the Contract or any Purchase Order without liability to Glassolutions with immediate effect.
- M.6** Where appropriate and as required by any Regulation, all Goods must be supplied with adequate warning and installation instructions which comply with all relevant and current standards and regulations and which would be comprehensible to the average English consumer.
- M.7** Where products supplied fall under the scope of the REACH legislation, they are to comply fully with all aspects of the current REACH legislation. It is the Supplier's responsibility to inform Glassolutions of any formulation changes and maintain the validity of the material safety data sheet.

Part N: Confidentiality

- N.1** Any specifications, patents, drawings, samples and trading information issued and being marked as confidential by either Party in connection with any dealings with the other Party are confidential and their use must be confined to the other Party, its sub contractors or servants solely for the purpose of carrying out any instructions by the other Party which are subject to these terms and conditions. On completion thereof, the said specifications, patents, drawings and samples shall be returned upon request of the owning Party to the other Party.
- N.2** Both Glassolutions and the Supplier recognise that information concerning their businesses, customers, technology and other affairs ("confidential information") may be passed to each other as a result of their relationship and Glassolutions and the Supplier agrees to keep all such confidential information, whether or not marked as such, strictly confidential. This duty of confidence shall last throughout the occurrence of any relationship.
- N.3** The obligations of confidentiality contained in Clauses N.1 and N.2 do not apply to information which is or becomes generally available to the public other than as a breach of the Contract nor to information which the receiving party is required to disclose by any court of competent jurisdiction or government authority or by any applicable law or regulation.
- N.4** At the request of Glassolutions, the Supplier shall promptly:
- (i) destroy or return to Glassolutions all documents and materials (and any copies) containing, reflecting, incorporating, or based on Glassolutions confidential information;
 - (ii) erase all Glassolutions confidential information from its computer systems to the extent possible; and
 - (iii) certify in writing to Glassolutions that it has complied with the requirements of this clause N.4.

Part O: Set-Off

- O.1** Glassolutions reserves the right to deduct from any monies due or to become due from Glassolutions to the Supplier, any monies due from the Supplier to Glassolutions and for the purposes of The Insolvency Act 1986 and Rules, a mutual arrangement is hereby established in order to effect the provisions of this Clause O.1. Further Glassolutions reserves the right to set off any claim for a sum of money that Glassolutions has against the Supplier against any claim for a sum of money that the Supplier has against Glassolutions or any company within the same Group whether under this Contract or otherwise.

Part P: Product Recall

- P.1** The Supplier shall notify Glassolutions immediately on becoming aware of any reason which may lead to the Supplier or Glassolutions carrying out a product recall, including, but without limitation, any claim concerning the safety of the Goods or their non-compliance with any Specification or Regulation.
- P.2** If, in the opinion of Glassolutions, it is necessary to withdraw all or some of the Goods from its premises or from sale or to recall all or some of the Goods from its customers or any other third party which may have ownership or possession of the same, then:-
- (i) Glassolutions shall give immediate written notice to the Supplier of its decision and its reasons;
 - (ii) the Supplier shall have 24 hours to respond in writing to such notice by either agreeing to such recall, (in which event Clause P.2 (iv) shall prevail) or giving reasons why it does not agree to such recall;
 - (iii) if any dispute over the proposed recall cannot be agreed within a further 12 hours, but Glassolutions has been notified by any regulatory authority or has other justifiable reason to believe that the Goods are unsafe or may cause damage to third parties or their property, Glassolutions may commence a product recall in its own name;
 - (iv) in the event that the Supplier agrees with Glassolutions that a product recall should take place, it will conduct the product recall in its own name (or if it is a Glassolutions 'own brand' product in joint names or Glassolutions's sole name at Glassolutions's sole option) with the assistance of Glassolutions at the Supplier's own cost and will indemnify Glassolutions for all reasonable costs and expenses incurred in relation thereto;
 - (v) the Parties will use their best endeavors to agree a product recall procedure in advance. In the absence of such agreement, a product recall will be conducted in accordance with Glassolutions's standard Product Recall Procedure if it is a Glassolutions "Own brand" product. The Suppliers procedure shall be used for Supplier branded products if it is, in Glassolutions's opinion, a satisfactory procedure to ensure the safety of its customers is paramount. The Supplier shall have in place a suitable policy of insurance for adequate amounts in respect of any product recall, which should as a minimum have coverage of £5million.
 - (vi) The Supplier shall indemnify and keep Glassolutions indemnified in full and on demand for all direct, indirect or consequential liability damages claims, losses including without limitation loss of anticipated profit costs and expenses including professional and legal costs on an indemnity basis suffered incurred or paid as a result of or in connection with any product recall of any Goods including without limitation the costs of undertaking the recall, costs associated with the testing of the Goods, selling or supplying replacement goods, all associated distribution and storage of recalled goods costs, advertising and mailing costs, loss of reputation and brand name damage. Glassolutions shall use its reasonable endeavours to mitigate any loss which the Supplier may suffer as a result thereof.

Part Q: Identification of Goods and Branding

- Q.1** All Goods will bear the Supplier's name or identification mark, even if the Goods are not manufactured by the Supplier. In addition, each of the Goods will bear a unique batch number which shall correlate with the batch numbers on the invoice, delivery and advice notes. The Supplier will record this batch number. In the event that the Goods cannot be physically marked as described, the Goods shall either be labelled or packaged with the relevant information contained thereon.
- Q.2** If Glassolutions requests the Supplier to consider branding the Supplier's Goods using Glassolutions name, logo or get-up as specified by Glassolutions, the Parties shall use all reasonable endeavours to agree the procedures for such own branding and the Supplier will comply with Glassolutions' branding guidelines, a copy of which can be supplied upon request. Notwithstanding such branding, the Supplier will ensure that the Goods state a unique batch number in such style, typeface and position as shall be agreed with Glassolutions.
- Q.3** If requested to do so by Glassolutions, the Supplier shall supply Goods at no extra cost to Glassolutions with bar codes in accordance with Glassolutions instructions.

Part R: Customer Complaints

- R.1** In the event that Glassolutions is given notice of any claim, whether actual or threatened, concerning some or all of the Goods or Services, it will inform the Supplier as soon as practicable of the nature of such claim. The Supplier will, within 14 days of a Glassolutions's request, inspect the said Goods or Services, whether at Glassolutions's or third party's premises and prepare and submit to Glassolutions a written report of its findings within the following 14 days. In addition, and if Glassolutions or its customer so requests, it will reimburse Glassolutions the cost of instructing an industry independent expert to inspect the said Goods or Services to give an opinion in relation to their conformity with the Contract. Neither Party shall be bound by any report or opinion provided under this clause.

Part S: Force Majeure

- S.1** In the Contract "force majeure" shall mean any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including without limitation strikes, lock-outs, or other industrial disputes (whether involving the workforce of the party so prevented or of any other party), act of God, war, terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.
- S.2** If either party is prevented or delayed in the performance of any of its obligations under the Contract or any Purchase Order by force majeure, that party shall forthwith serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to force majeure, and shall subject to service of such notice and to Clauses S.3 and S.4 have no liability in respect of the performance of such of its obligations as are prevented by the force majeure events during the continuation of such events, and for such time after they cease as is necessary for that party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.
- S.3** If either party is prevented from performance of its obligations for a continuous period, which exceed agreed delivery lead times as stipulated in the Glassolutions Term Sheet by a multiple of 3 or one month, whichever is the lesser, either party may terminate any Purchase Order or the Contract forthwith on service of written notice upon the party so prevented. If Glassolutions serves such notice as a result of a force majeure event claimed by the Supplier, Glassolutions shall be entitled to exercise its right of set-off under Clause O.1 against monies owed to the Supplier in respect of additional costs it may reasonably have incurred since the Supplier's notice under Clause S.2, such costs having been incurred by Glassolutions to ensure Glassolutions honoured its obligations to its customers. These costs, without limitation, include the additional costs and charges of sourcing the Goods from a third party. To the extent set-off does not fully re-imburse Glassolutions in respect of such extra costs the Supplier shall indemnify and keep indemnified Glassolutions in respect of the same.
- S.4** The party claiming to be prevented or delayed in the performance of any of its obligations under the Contract or any Purchase Order by reason of force majeure shall take all steps as are necessary to bring the force majeure event to a close or to find a solution by which the Contract or any Purchase Order may be performed despite the continuance of the force majeure event.

Part T: Responsible Development

- T.1** The Supplier is aware that the Saint-Gobain Group adheres to the United Nations Global Compact and has notably adopted a policy of responsible purchasing, an integral part of the Group's Responsible Development policy.
- T.2** The Supplier is aware that the Saint-Gobain Group has notably adopted a timber policy, which defines the responsible conduct with which Saint-Gobain subsidiaries are required to comply when buying and/or selling timber products. This policy is part of the response of the Glassolutions Group to the major challenges of sustainable development. To do so, the Glassolutions Group has decided to invite its suppliers to take part in their process within their own sphere of action or influence. The policy is available under the sustainable development section of the following website <http://www.saint-gobain.co.uk>. The Supplier declares that it has read these principles.
- T.3** The Saint-Gobain Group notably expects its suppliers:
- (i) to participate as much as possible in the development of the country they operate in;
 - (ii) to comply with the legal rules and regulations applicable in the countries where they operate as well as the norms set out by the International Labor Organization concerning workers' rights, especially in the area of

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social security, working hours, conditions and compensation; to refrain from resorting to any forced or compulsory labor or to any child labor, either directly or indirectly or through sub-contractors;

(iii) to take the necessary steps to ensure occupational health and safety; for their own activities they implement a policy aimed at identifying and preventing health and safety risks; to inform the Saint-Gobain Group of any hazards or risks associated with their products or interventions on Saint-Gobain sites; to implement policies on managing and improving their manufacturing processes, which are designed to limit their environmental footprint throughout the life cycle of the products they supply.

(iv) to carry on their activities in strict compliance with applicable domestic and international legal standards.

T.4 The approach and expectations of the Saint-Gobain Group with regard to its suppliers are formalized in the "Suppliers Charter" appended to the Agreement.

T.5 The supplier declares that he has read this Charter and complies with its principles by online acknowledgement of an emailed invitation from the Saint-Gobain Charter Campaign website. As a consequence, the supplier agrees that Saint-Gobain can conduct audits in order to verify compliance with the Charter.

Part U: Reducing Environmental Impact

U.1 Glassolutions seeks to reduce its environmental impact to the minimum. Therefore, all packaging on Goods supplied MUST comply with The Packaging (Essential Requirements) Regulations 2003;

U.2 The Supplier must ensure that: -

(i) Packaging is limited to the minimum amount of material required to maintain the necessary level of safety and hygiene and be designed, produced and commercialised in such a way as to permit its recovery through material recycling, incineration with energy recovery, composting or biodegradation.;

(ii) Noxious or hazardous substances in packaging is minimised in emissions, ash or leachate from waste management operations. In addition the total concentration of specified heavy metals (lead, mercury, cadmium and hexavalent chromium) must not exceed 100 parts per million.

U.3 Glassolutions reserve the right to audit or view the Supplier's systems and/or data to ensure all packaging complies with the relevant legislation or regulations;

U.4 To ensure Glassolutions's compliance with the Producer Responsibility (Packaging Waste) Regulation 2007 (as amended), Glassolutions require packing weight data (by waste type) from the Supplier for all packaging supplied, that may be passed onto its customer. The provision of this information is required for all Goods supplied to Glassolutions.

U.5 The Saint-Gobain Group notably expects its suppliers:

(i) to make sure that they have control of environmental risks related to both their processes and the products they use whether in their activity or when intervening on Group sites.

(ii) to respect employee rights regardless of the country in which they operate.

(iii) to refrain, even if permitted under applicable local legislation, from resorting to any forced or compulsory labour or to any child labour, either directly or indirectly or through sub-contractors, in the course of their production processes or when providing services or when intervening on Group sites.

(iv) to provide their employees with the best possible conditions of health and safety and to observe, during their interventions on Group sites, all applicable health and safety rules.

Part V: General

V.1 Notwithstanding the respective domiciles of the parties hereto, where the Contract and any Purchase order is being performed in England or Wales the Contract shall be governed by and construed in accordance with the laws of England and Wales, where it is being performed in Scotland it shall be governed by and construed in accordance with the laws of Scotland and when it is being performed in Northern Ireland, it shall be governed by the and construed in accordance with the laws of Northern Ireland, and each of the parties so submit to the relevant jurisdiction.

V.2 If any provision of these Terms and Conditions of Purchase is held by a competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.

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- V.3** The failure by either party to exercise or enforce any rights contained in any contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.
- V.4** Each right or remedy of Glassolutions under the Contract is without prejudice to any other right or remedy of Glassolutions whether under the Contract or not.
- V.5** The Parties agree that at the end of the Term, either party may terminate the Contract on one month's notice and if the Parties continue to trade and do business in accordance with the Contract, then the provisions of the Contract including entitlement to Rebate on Rebateable Purchases shall continue to apply in full, as a minimum, at the percentage level achieved in the previous calendar years trading, save that the duration of the Contract as defined in the Term shall no longer be applicable.
- V.6** Neither the Supplier nor its agent will infringe the intellectual property rights of Glassolutions nor otherwise seek to use 'Glassolutions' or any other name or trademark owned by Glassolutions from time to time for any purpose unless expressly authorised in writing by Glassolutions. In the event of unauthorised use or infringement by the Supplier pursuant to this clause Glassolutions reserves the right to seek an injunction to prevent such infringement and the Supplier will indemnify and keep indemnified Glassolutions for all reasonable costs and expenses incurred in relation to such breach by the Supplier.
- V.9** Save for any Subsidiary of Glassolutions from time to time and including any new Subsidiaries arising from Acquisitions (wherever incorporated) which it is expressly agreed are to benefit from and be entitled to enforce the terms of the Contract a person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act. The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under the Contract is not subject to the consent of any person that is not a party to the Contract.
- V.10** Any notice required to be given under the Contract shall not be effective unless given in writing and delivered by:
- (i) first class pre paid post, effective two business days after posting; or
 - (ii) registered post, special delivery or personal delivery effective at the time of delivery; or
 - (iii) fax, effective upon the transmission of the entire fax as confirmed by a transmission report
- to the Party's registered office address or main administration office or if notified, a fax number notified to the other Party. Notice may not be given by electronic or e-mail communications.
- V.11** Glassolutions may novate all or any part of the Contract to any company of which it is a Subsidiary (its holding company) and any other Subsidiaries of any such holding company from time to time including any new Subsidiaries arising from Acquisitions and the Supplier shall be deemed to consent to any such novation. Upon any such novation, unless otherwise agreed in writing by Glassolutions, the terms of all or any part of the Contract being novated which confer any rights or benefits on the Supplier over any specific corporate entity of Glassolutions and/or any trading style of Glassolutions shall continue to have effect over the same specific corporate entity of Glassolutions and/or trading style as was the case immediately prior to the novation and shall not be extended to any other corporate entity of Glassolutions or trading style as a result of the novation.
- V.12** The Supplier shall ensure that in any dealings with Glassolutions, neither it nor its employees or agents shall commit any offence under the Bribery Act 2010 including not engaging in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the bribery Act 2010. The Supplier shall inform Glassolutions immediately it becomes aware of any actions between the parties that could constitute an offence under the Bribery Act 2010.

Part W: Data Protection

- W.1** Glassolutions and the Supplier acknowledge that for the purposes of the Data Protection Act 1998, Glassolutions is the Data Controller and the Supplier is the data processor of any Personal Data. The Supplier shall process the Personal Data only to the extent, and in such a manner, as is necessary and in accordance with Glassolutions' instructions from time to time and shall not process the Personal Data for any other purpose. The Supplier will keep a record of any processing of Personal Data it carries out on behalf of Glassolutions. The Supplier shall promptly comply with any request from Glassolutions requiring the Supplier to amend, transfer or delete the Personal Data. If the Supplier receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Act 1998 and the data protection principles set out therein, it shall immediately notify Glassolutions and it shall provide Glassolutions with full co-operation and assistance in relation to any such complaint, notice or communication. At Glassolutions request, the Supplier shall provide to Glassolutions a copy of all Personal Data held by it in the format and on the media reasonably specified by Glassolutions. The Supplier shall not transfer the Personal Data outside the European Economic Area without

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the prior written consent of Glassolutions. The Supplier shall promptly inform Glassolutions if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. The Supplier will restore such Personal Data at its own expense.

- W.2** The Supplier shall ensure that access to the Personal Data is limited to:
- (a) those employees who need access to the Personal Data to meet the Supplier's obligations under the Contract; and
 - (b) in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties.
- W.3** The Supplier shall ensure that all employees:
- (a) are informed of the confidential nature of the Personal Data;
 - (b) have undertaken training in the laws relating to handling personal data; and
 - (c) are aware both of the Supplier's duties and their personal duties and obligations under such laws and the Contract.
- W.4** The Supplier shall take reasonable steps to ensure the reliability of any of the Supplier's employees who have access to the Personal Data.
- W.5** The Supplier shall notify Glassolutions within 2 working days if it received a request from a Data Subject for access to that person's Personal Data. The Supplier shall provide Glassolutions with full co-operation and assistance in relation to any request made by a Data Subject to have access to that person's Personal Data. The Supplier shall not disclose the Personal Data to any Data Subject or to a third party other than at the request of Glassolutions or as provided for in the Contract.
- W.6** Glassolutions is entitled, on giving at least 2 days' notice to the Supplier, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Supplier. The requirement under this clause to give notice will not apply if Glassolutions believes that the Supplier is in breach of any of its obligations under the Contract.
- W.7** The Supplier warrants that:
- (a) it will process the Personal Data in compliance with all applicable laws, enactments, regulations, order, standards and other similar instruments; and
 - (b) it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data to ensure Glassolutions compliance with the seventh data protection principle.
- W.8** The Supplier shall notify Glassolutions immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data.
- W.9** The Supplier agrees to indemnify and keep indemnified and defend at its own expense Glassolutions against all costs, claims, damages or expenses incurred by Glassolutions or for which Glassolutions may become liable due to any failure by the Supplier or its employees or agents to comply with any of its obligations under this Part W.
- W.10** The Supplier may only authorise a third party ("**Sub-Contractor**") to process the Personal Data:
- (a) subject to Glassolutions prior written consent where the Supplier has supplied Glassolutions with full details of such sub-contractor;
 - (b) provided that the sub-contractor's contract is on terms which are substantially the same as those set out in the Contract; and
 - (c) provided that the sub-contractor's contract terminates automatically on termination of the Contract for any reason.

Part X: Exit Management Plan

- X.1** On termination of the Contract for any reason, if required by Glassolutions, the Supplier will provide all reasonable assistance to Glassolutions to facilitate the orderly transfer of the Services back to Glassolutions or to enable another party chosen by Glassolutions (in this Part X, a "**New Service Provider**") to take over the provision of all or part of the Services. The remaining provisions of this Part X will not prejudice or restrict the generality of this obligation.
- X.2** The Supplier shall promptly and fully answer all reasonable questions about the Services which may be asked by Glassolutions for the purpose of adequately understanding the manner in which the Services have been provided or for the purpose of allowing any New Service Provider (or potential New Service Provider) to conduct 'due diligence'.
- X.3** Where the Services provided to Glassolutions are dependent on equipment which is not used exclusively for the provision of the Services to Glassolutions (and which is not owned by Glassolutions) the Supplier will ensure the necessary migration of programs, data and other materials from such equipment to similar equipment owned by Glassolutions or a New Service Provider. Implementation of the change shall be carried out by the Supplier in such a way as to cause the minimum possible disruption to the supply of the Services.

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- X.4** Glassolutions shall be entitled to use (and to authorise any New Service Provider to use), free of charge but on a non-exclusive basis, all know-how and other information acquired by the Supplier in the course of providing the Services or otherwise used by the Supplier in the provision of the Services, whether or not such know-how or information was produced specifically or used exclusively to provide the Services.
- X.5** All rights of access and occupation granted to the Supplier in respect of premises owned or occupied by Glassolutions will cease when the provision of Services ceases in accordance with the Contract.
- X.6** Save where the parties reasonably believe that there will be no relevant transfer for the purposes of TUPE, the parties shall co-operate in agreeing a list of those persons (and the Supplier shall supply all relevant details relating to those employees) who it is agreed were employed by the Supplier wholly and/or mainly in the Services immediately prior to the date of transfer of responsibility for the provision of the Services or part of the Services between the Supplier and Glassolutions and/or a New Service Provider (as the case may be) (the "**Subsequent Transfer Date**") (the "**Returning Employees**") and shall co-operate in seeking to ensure the orderly transfer of the Returning Employees to Glassolutions and/or the New Service Provider.
- X.7** For the purpose of clause X.8, "**Stand-Still Period**" means where any notice is given terminating the Contract, the period commencing on the date of such notice and ending on the date on which the Contract expires pursuant to the terms of such notice or such later date on which the Supplier ceases to provide the Services hereunder (both dates inclusive).
- X.8** Save where the parties reasonably believe that there will be no relevant transfer for the purposes of TUPE, during the Stand-Still Period, the Supplier will not:
- (i) initiate or make any changes in the composition/identities of; or
 - (ii) amend or vary (or promise to amend or vary) the terms and conditions of employment or engagement including for the avoidance of doubt, pay) of,
- the personnel engaged in providing the Services without the prior written consent of Glassolutions.
- X.9** The Supplier shall indemnify Glassolutions (both for itself and a New Service Provider) against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by Glassolutions and/or a New Service Provider in connection with or as a result of:
- (a) any claim or demand by any Returning Employee or a trade union or other body or person representing a Returning Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) arising from any act, fault or omission of the Supplier on or before the Subsequent Transfer Date;
 - (b) any failure by the Supplier to comply with its obligations under regulations 13 and 14 of TUPE, or any award of compensation under regulation 15 of TUPE, save where such failure arises from the failure of Glassolutions and/or New Service Provider to comply with its or their duties under regulation 13 of TUPE;
 - (c) a claim by any person who transfers or alleges that they have transferred to Glassolutions or the New Service Provider but whose name is not included in the list of Returning Employees.