

1. DEFINITIONS

1.1 In these Terms, unless the context otherwise requires, the following words have the following meanings:

"Buyer"	means Ian Williams Limited;
"Goods"	means the subject matter of the Order (including any instalment of the goods or any part of them);
"Contract"	means the contract between the Buyer and Seller consisting of the Order, these Terms, any Supplementary Terms, any revised Order and any other document mentioned in the Order which together constitute the contract for the sale and purchase of the Goods covered by an Order;
" Controller, Processor and Personal Data Breach"	have the meaning given to the terms in the Data Protection Legislation;
"Data Protection Legislation"	means all applicable data protection and privacy legislation in force from time to time in the UK, including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations thereunder); the Privacy and Electronic Communications (EC Directive) Regulations 2003;
"Delivery Address"	means the address set out in the Order where the Buyer requires the Goods to be delivered;
"Delivery Date"	means the date or dates for physical delivery of the Goods specified in the Order or in any Buyer's notice to the Seller pursuant to clause 5.1;
"Intellectual Property Rights"	means all patents, trademarks, service marks, designs, utility models, designs, copyright, database rights, semi-conductor topography rights, inventions, trade secrets and other confidential information, know-how, business names and all other intellectual property rights of a similar nature in any part of the world, whether registered, registerable or not and including all applications and the right to apply for any of the foregoing rights and the right to sue for past infringements of any of the foregoing rights;
"Order"	means the order issued by the Buyer for the Goods including the Terms;
"Price"	means the price of the Goods;
"Seller"	means the person, firm or company to whom the Order is addressed or issued and, after acceptance, by whom it has been accepted;
"Specification"	includes the description (including the technical or other requirements) of the Goods set out in the Order and/or any drawings, samples or patterns referred to in the Order;
"Supplementary Terms"	means those additional terms which shall apply to any particular Order and are appended to such Order;
"Terms"	means the Standard Terms of Purchase set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Buyer and the Seller, including, but not limited to, the Service Level Agreement where applicable;
"UK GDPR"	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

1.2 "Writing", and any similar expression, includes facsimile transmission and comparable means of communication, but not electronic mail.

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

1.4 The headings in these Terms are for convenience only and shall not affect their interpretation.

1.5 These Terms override any other conditions which the Seller may subsequently seek to impose.

1.6 No admission, appraisal, instruction, comment, direction approval whether express or implied, inspection, testing, or review nor any omission to appraise, comment, instruct, direct, inspect, test, approve or review on the part of the Buyer shall relieve the Seller of its obligations, responsibilities or liabilities under this Contract.

1.7 Nothing in this Contract will confer any rights to any person under the Contracts (Rights of Third Parties) Act 1999. This Contract shall constitute the entire agreement and understanding, and shall supersede any previous agreement(s), between the parties in connection with the subject matter of this Contract including any terms and conditions which the Seller may purport to incorporate under any acknowledgement or condition of acceptance. No conduct of the Buyer shall be deemed to constitute acceptance of any terms put forward by the Seller. Nothing in these Terms shall operate to limit or exclude liability for fraud. The Seller acknowledges that it has not been induced to enter into this Contract in reliance upon, and in connection with this Contract does not have any remedy in respect of, any representation or other statement or promise of any nature whatsoever other than as expressly set out in this Contract.

1.8 All representations, statements or warranties made or given by the Seller, its servants and agents (whether orally in writing or in any of the Seller's brochures, catalogues and advertisements) regarding the quality and fitness for purpose of the Goods or any of the Goods shall be deemed to be express conditions of the Contract.

1.9 Notwithstanding any other provision of the Contract, the Buyer shall not be liable to the Seller (whether by reason of any negligence by the Buyer or any of its employees or agents, any non-fraudulent misrepresentation, any breach of contract, an express or implied warranty, condition or other term,

breach of statutory duty, under the terms of any indemnity given by the Buyer, or otherwise) for any loss of profits; or damage to reputation; or loss of business opportunities; or loss of contracts; or claim, action or demand made against the Seller by any third party; or any indirect loss, damage, cost, expense, claim or other liability whatsoever; which arises out of or in connection with this Contract.

2. ACCEPTANCE

2.1 The Order constitutes an offer by the Buyer to purchase the Goods. These Terms shall apply to the Contract to the exclusion of any other terms on which any quotation has been given to the Buyer or subject to which the Order is accepted or purported to be accepted by the Seller. No terms or conditions endorsed upon, delivered with or contained in the Seller's quotation, acknowledgement or acceptance of order, specification or similar document shall form part of the Contract and the Seller waives any right which it otherwise might have to rely on such terms and conditions.

2.2 No variation to the Contract shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

2.3 Any delivery of the Goods prior to formal acceptance of the Offer shall be deemed to be an acceptance of the offer made by the Order and of these Terms except as expressly agreed to by the Buyer in the Order.

3. VARIATION

3.1 The Order whether accepted or not may only be varied by the issue of a revised Order which must be read in conjunction with the Order.

3.2 The Buyer shall have the right during the execution of the Contract by issuing a revised Order to direct the Seller to add or omit or otherwise vary the Goods and the Seller shall be bound to carry out the Contract so varied and be bound by the same conditions as though the variations were stated in the Contract (subject as hereafter provided).

3.3 When the Seller receives any revised Order which would vary the Contract and which is likely to prevent the Seller from fulfilling any of his obligations hereunder he shall forthwith notify the Buyer accordingly and the Buyer shall thereupon determine whether the revised Order shall be carried into effect subject to the further variation of such obligation and shall at its discretion withdraw the revised Order or confirm the same subject to such variation of the Seller's said obligation as shall be requisite.

- 3.4 Save in the manner and in the circumstances aforesaid the Seller shall not be entitled to vary the Contract or the Price.
4. **DISCREPANCIES**
- 4.1 These Terms shall prevail over any inconsistent or conflicting or discrepant terms and conditions in or referred to in any documents issued by the Seller in connection with the Order. In the event of any inconsistency or conflict or discrepancy between these Terms and any such express conditions set out in the Order then such express conditions shall prevail.
5. **DELIVERY**
- 5.1 The Seller shall deliver the Goods carriage paid to the Delivery Address or any other address notified by the Buyer to the Seller in writing on the Delivery Date or within the period stated in the Order, in either case (unless otherwise stipulated by the Company in the Order), during the Buyer's usual business hours and in accordance with any delivery directions incorporated in or attached to the Order. In the event that no Delivery Date is stated in the Order, the Buyer may specify such date by seven days' notice in writing to the Seller and time shall be of the essence as to the date so specified.
- 5.2 Time for delivery is of the essence and failure by the Seller to deliver by the Delivery Date shall entitle the Buyer to elect to terminate all or part of the Order forthwith and return to the Seller at the Seller's risk and expense any Goods already delivered and to recover from the Seller as a debt any money paid by the Buyer in respect of such Goods and any additional expenditure incurred by the Buyer in obtaining other goods in replacement of those in respect of which the Order was cancelled without prejudice to any other remedy of the Buyer. Such cancellation shall relieve the Buyer from any obligation to accept or to pay for the Goods.
- 5.3 The Seller shall be liable for and shall indemnify the Buyer against any expense, liability, loss, claim or proceedings due to or resulting from any failure on the part of the Seller, its employees, agents, or sub-contractors, to deliver the Goods by the Delivery Date.
- 5.4 The Seller shall ensure that each delivery is accompanied by a delivery note which shows the Order number, date of Order, number of packages and contents and, in the case of part delivery, the outstanding balance to be delivered. The Seller shall obtain the signature of the Buyer's representative or his appointee where the Goods are being delivered on the delivery note (any other signature is not acceptable) and shall leave a copy of the delivery note with such representative. The Goods shall not be treated as delivered to the Buyer unless the Buyer's representative has signed the delivery note.
- 5.5 If the Goods are to be delivered by instalments, the Contract will be treated as a single contract and not severable. Nevertheless failure by the Seller to deliver any one instalment shall entitle the Buyer at its option to treat the whole Contract as repudiated.
- 5.6 The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer. If the Goods are delivered to the Buyer in excess of the quantities ordered the Buyer shall not be bound to pay for the excess and any excess shall be and shall remain at the Seller's risk and shall be returnable at the Seller's expense.
- 5.7 The Buyer shall not be deemed to have accepted the Goods until it has had 28 days to inspect them following delivery. The Buyer shall also have the right to reject the Goods as though they had not been accepted for 28 days after any latent defect in the Goods has become apparent.
- 5.8 The Seller warrants that it is the owner of the Goods and that no third party has any claim in respect of the Goods supplied. The Seller shall have no right whatsoever to claim or retake possession of the Goods once the Goods have been physically delivered to or paid for by the Buyer, whichever is the earlier.
6. **RISK AND PROPERTY**
- 6.1 Where the Goods are specific, property shall pass when the Contract is made. In the case of unascertained goods, property will pass when the Goods have been allocated to the Contract with the consent of the Buyer.
- 6.2 The Goods shall remain at risk to the Seller until the Buyer has accepted delivery (including off-loading and stacking) thereof in accordance with the Contract.
7. **TECHNICAL DATA**
- 7.1 The Price, unless otherwise stated are deemed to include for the supply to the Buyer of all necessary drawings, operating instructions, maintenance manuals, certificates, fabrication reports and the like at times and in numbers of copies as required by the Buyer.
- 7.2 Where errors and/or discrepancies and/or omission exist in or between drawings and specification and/or other documents associated with this Order, the Seller shall immediately notify the Buyer in writing of such errors and/or discrepancies and/or omissions for the Buyer's determination. Notwithstanding any other provision of this Contract, the Seller shall not be entitled to any additional payment in respect of the correction of any error or discrepancy or omission in the referred to this Clause 7.2 or in respect of any instruction issued by the Buyer in relation to it.
8. **QUALITY, INSPECTION AND TESTING**
- 8.1 The Seller warrants and undertakes to the Buyer that the Goods shall:
- 8.1.1 be new (unless the Specification otherwise provides);
- 8.1.2 be of satisfactory quality and workmanship;
- 8.1.3 be fit for purpose or fit for the purposes for which the Buyer intends to use such Goods;
- 8.1.4 be free from defects in design, material and workmanship.
- 8.1.5 comply with all statutory requirements (including, but not limited to, those arising under any applicable "Health & Safety and environmental" legislation) relating to the sale or use of such Goods;
- 8.1.6 not, and the use of such Goods (in the manner contemplated by this Contract) by the Buyer and/or any other person, shall not infringe the intellectual property rights of any third party;
- 8.1.7 comply and achieve all performance requirements set out in the Order and/or the Specification or reasonably inferred from the Order and/or the Specification.
- 8.2 The Seller shall ensure that the Goods shall be manufactured, stored, tested and packed in accordance with:
- 8.2.1 the Specification;
- 8.2.2 all relevant law, legislation, regulation, orders, statute, current edition of all relevant British Standards and European Standards specification and codes of practice applicable to the Goods.
- 8.3 The Buyer and/or its nominees shall have access to any premises in the control of the Seller at (and the Seller shall procure that its subcontractors and manufacturers provide access at) any reasonable time before delivery for the purpose of inspecting and testing the Goods and shall also have the right to inspect and test them before acceptance at the place of delivery.
- 8.4 The Seller shall at his expense provide to the Buyer and/or its nominees all facilities and access to relevant documents and personnel reasonably required for such inspection or testing and supply such certificates of analysis, test, inspection or origin as the Buyer or any public authority or statutory body may require.
- 8.5 Any inspection or testing, or failure to inspect or test, by the Buyer or any other authority or acceptance of delivery under clause 6 shall not relieve the Seller of any responsibility, obligation or liability with respect to the Goods and is not interpreted in any way as acceptance thereof or knowledge by the Buyer.
- 8.6 The Buyer shall not be liable to the Seller for any upward variation of prices of materials used in the Goods.
- 8.7 The Buyer's rights under this Contract are in addition to the statutory conditions implied in favour of the Buyer by the Sale of Goods Act 1979.
- 8.8 Where the Order requires certain tests to be carried out on the Goods by the Seller prior to their delivery, the Seller shall:
- 8.8.1 carry out such tests prior to delivery; and
- 8.8.2 without in any way limiting the Buyer's delivery instructions, ensure that the Goods delivered to the Buyer shall have passed such tests; and
- 8.8.3 shall ensure that such Goods on delivery to the Buyer are accompanied by a test report document signed on behalf of the Seller which contains the order number from the Order and confirms that the requirements specified in 8.8.1 and 8.8.2 above have been met.
9. **INTELLECTUAL PROPERTY**
- 9.1 The Seller shall indemnify and keep indemnified the Buyer from and against all costs, expenses (including, but not limited to, legal and other professional fees and expenses on a full indemnity basis) losses, damages and other liabilities (of whatever nature, whether contractual, tortious or otherwise) suffered or incurred by the Buyer and arising out of or in connection with any claim, action or demand alleging that the use by the Buyer of the Goods infringes the Intellectual Property Rights of any third party. The Seller warrants to the Buyer that it has the full right to supply without any royalty or other charges being incurred by the Buyer or any other duty as a consequence.
- 9.2 Intellectual Property Rights in any drawings, technical data or any other documents or information etc prepared by the Buyer or for the Buyer is vested in the Buyer and where such are passed to the Seller for the purpose of manufacture, remain the Buyer's exclusive property and must be returned to the Buyer when this Order has been fulfilled or cancelled.
10. **SELLER'S DEFAULT**
- 10.1 In the event that:
- 10.1.1 the Goods do not or will not upon delivery comply with the Specification; or
- 10.1.2 the Seller has not delivered or will not be able to deliver the Goods by the Delivery Date or within the time specified in the Order; or
- 10.1.3 the Seller has committed any other breach of his obligations under the Contract,

- the Buyer may give notice of such default to the Seller and at the Buyer's discretion (whose decision shall be final and binding) require the Seller, if the default is capable of remedy, to remedy or to commence to remedy the same within seven days after the receipt of such notice.
- 10.2 If:
- 10.2.1 the default notified by the Buyer is not capable of a remedy; or
- 10.2.2 the Seller fails to remedy such default or to commence to remedy the same as required by the Buyer's notice; or
- 10.2.3 the Seller dies or becomes insolvent or has any of his goods taken in execution or an encumbrancer takes possession of any of the property or assets of the Seller, or enters into an arrangement with his creditors or (being a company) has a receiver appointed or commences to be wound up or enters administration or goes into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction); or
- 10.2.4 the Seller ceases, or threatens to cease, to carry on business,
- 10.2.5 the Buyer may terminate the Seller's appointment to manufacture and supply the Goods immediately by notice to the Seller without prejudice to any other rights of the Buyer under the Contract or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision of the Contract which is expressly or by implication intended to come into or continue in force on or after such termination, including but not limited to clauses 1, 8, 11, 14 and 24 and thereupon contract with others for the supply of the Goods.
- 10.3 The Seller shall be liable for all loss or damage, direct or indirect, which arises out of any default on the part of the Seller.
11. **BUYER'S REMEDIES**
- 11.1 Without prejudice to any other right or remedy which the Buyer may have, if any Goods are not supplied in accordance with, or the Seller fails to comply with, any of the terms of the Contract, the Buyer shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by the Buyer:
- 11.1.1 to rescind the Order;
- 11.1.2 to reject the Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned shall be paid forthwith by the Seller;
- 11.1.3 at the Buyer's option to give the Seller the opportunity at the Seller's expense either to remedy any defect in the Goods or to supply replacement Goods or such of them as are defective or do not comply with the Specification or become defective and where such defect occurs during proper usage and is due to faulty design, erroneous instructions on the part of the Seller as to use or installation, inadequate or faulty materials or workmanship or any other breach of the Seller's obligations as to quality under the Contract express or implied and carry out any other necessary work to ensure that the terms of the Contract are fulfilled. If it is necessary to open up or dismantle any other works or assemblies to permit such repair or replacement then the Seller shall bear the cost of such opening up or dismantling and of re-assembly and making good after repairs, replacements and testing of such goods have been completed to the Buyer's reasonable satisfaction;
- 11.1.4 to refuse to accept any further deliveries of the Goods;
- 11.1.5 to carry out at the Seller's expense any work necessary to make the Goods comply with the Contract; and
- 11.1.6 to claim such damages as may have been sustained in consequence of the Seller's breach or breaches of the Contract.
- 11.2 Without prejudice to any other obligation of the Seller to indemnify the Buyer under this Contract, the Seller shall indemnify and keep indemnified the Buyer from and against all costs, expenses (including, but not limited to, legal and other professional fees and expenses on a full indemnity basis) losses, damages and other liabilities (of whatever nature, whether contractual, tortious or otherwise) whether arising under or in connection with this Contract or pursuant to statute or common law or otherwise, suffered or incurred by the Buyer as a result of or in connection with:
- 11.2.1 failure to comply with the Specification, defective workmanship, quality or materials;
- 11.2.2 any breach of the Seller's obligations under this Contract;
- 11.2.3 all claims by the customers of the Buyer and their sub-buyers arising out of or in connection with any breach whatever by the Seller of this Contract;
- 11.2.4 any negligent or wilful act or omission of the Seller or its employees, agents or sub-contractors in supplying or delivering the Goods;
- 11.2.5 the injury (including death) of any person or loss or damage to any property arising directly or indirectly from the negligence, breach of contract or other act, omission or default of the Seller in performing its obligations or the exercising of its rights hereunder;
- 11.2.6 any liability under the Consumer Protection Act 1987 in respect of the Goods.
- 11.3 The above obligations may be enforced by the Buyer in addition to any remedy available to it at common law or under any statute applicable to the Contract.
12. **RIGHT OF SET-OFF**
- 12.1 Without prejudice to any other rights and remedies, the Buyer shall have the right to set-off or counterclaim against any amount due by the Buyer to the Seller whether under this Contract or otherwise any sum or sums due from the Seller (or any company which at date of set-off or counterclaim operates under the same holding company or is a subsidiary of the Seller), to the Buyer (or to any company which at that date is a group company of the Buyer).
13. **INSURANCE**
- 13.1 The Seller shall at its own costs have in force and shall maintain for the duration of the Order (and the twelve month period following delivery of the Goods pursuant to such Order) a policy of insurance with Lloyds underwriters or insurers of good repute licensed to transact business in the United Kingdom in respect of its liabilities and potential liabilities under such order in the amount of not less than [five million pounds sterling (£5,000,000)] per claim. The Seller shall ensure that such policy of insurance contains no restrictions on the number of claims which can be made during the period of insurance. The Seller shall further provide a copy of the foregoing insurance policy to the Buyer promptly following the receipt of a notice from the Buyer requiring the same.
14. **NON-DELIVERY OR SHORTAGES**
- 14.1 No responsibility is accepted by the Buyer to notify the Seller of non-delivery or shortages within any stipulated time.
15. **PACKAGING**
- 15.1 Packaging and the return thereof shall not be chargeable to the Buyer.
16. **STORAGE**
- 16.1 If, for any reason, the Buyer is unable to accept delivery at the time the Goods are due and ready for delivery, the Seller shall store the Goods, safeguard them and take all reasonable steps until their actual delivery at the Seller's expense, unless otherwise agreed in writing.
17. **PRICE AND INVOICING**
- 17.1 The Price shall be stated in the Order and, unless otherwise so stated, shall be:
- 17.1.1 exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt from the Seller of a valid VAT invoice);
- 17.1.2 inclusive of all charges for packaging, packing, loading, transport, offloading, insurance and delivery of the Goods to the delivery address and any duties or taxes or levies other than value added tax.
- 17.2 Without prejudice to any other right or remedy, the Buyer reserves the right to set off any amount owing at any time from the Seller to the Buyer against any amount payable by the Buyer to the Seller under the Contract or otherwise.
- 17.3 If any sum under the Contract is not paid when due then that sum shall bear interest from the due date until payment is made in full both before and after any judgment at 2% per annum over the Bank of England base rate from time to time. The Seller is not entitled to suspend delivery of the Goods as a result of any sums being outstanding.
- 17.4 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in Writing.
- 17.5 The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on its own terms of sale.
- 17.6 Goods must be separately invoiced for each Order. Each invoice shall be sent to the address stated in the Order and shall quote the order number. Invoices should be received by the Buyer by the third day of the month following the month in which the Goods are delivered. The Seller shall provide any documentation in support of invoices as may be reasonably required by the Buyer from time to time. Invoices which do not comply with this Clause 17.5 shall be considered by the Buyer to be invalid and shall be returned to the Seller for amendment.
- 17.7 The Buyer shall pay the Price to the Seller within 40 days after the end of the month that the materials have been delivered but time for payment shall not be of the essence of the Contract.

18.	SOURCE OF SUPPLY	26.2.3	not engage any third party Processor to Process the Personal Data without the Buyer's consent and, if the Buyer does consent, ensure that the third party Processor is bound by obligations substantially equivalent to this clause 26 and remain liable for all acts and omissions of such third party Processor;
18.1	No undertaking is given by the Buyer that all of the kind of Goods ordered from the Seller will be obtained from the Seller alone.		
19.	QUANTITIES		
19.1	Where the quantities set out in the Order are stated to be approximate no guarantee is given by the Buyer that the full approximate quantity will be taken up.	26.2.4	not transfer to or access from any Personal Data from a country outside the United Kingdom or the European Economic Area without the Buyer's consent;
20.	CANCELLATION	26.2.5	ensure that it treats all Personal Data as confidential and that any persons authorized to Process the Personal Data are required to do so;
20.1	The offer contained in the Order may be withdrawn by the Buyer at any time and the Buyer reserves the right to cancel the whole or any part of the Order at any time upon giving 3 days written notice to the Seller. In the event of cancellation by the Buyer the Buyer's liability shall be limited to the reasonable open market value of any Goods accepted by the Buyer or valued at rates or prices contained in the Order whichever value shall be the lesser amount as at the date of cancellation of the Order. The Buyer shall not be liable for any loss or damage whatsoever arising from such cancellation.	26.2.6	ensure that it meets the requirements of the Data Protection Legislation;
20.2	The Buyer further reserves the right to cancel the Contract in the event that the Seller is unable to maintain deliveries to the reasonable requirements of the Buyer.	26.2.7	take appropriate technical and organisational measures to ensure the security of data processing;
21.	The Seller reserves the right to cancel this Contract in the event of a data breach by the Buyer.	26.2.8	provide all assistance reasonably required to enable the Buyer to meet its obligations under the Data Protection Legislation;
22.	ASSIGNMENTS AND SUBLETTING	26.2.9	notify the Buyer within two business days if it receives any request from an individual to exercise their rights under the Data Protection Legislation;
22.1	The Order is personal to the Seller and the Contract shall not be assigned, charged, mortgaged, pledged as a trust or transferred by the Seller nor sublet in its entirety but may be sublet to the extent and upon such terms as the Buyer shall allow. In the event of such subletting the Seller shall remain entirely responsible to the Buyer for the Goods.	26.2.10	makes available to the Buyer all information necessary to demonstrate compliance with the obligations set out in this Clause 26 and allow for audits, and inspections, conducted by or on behalf of the Buyer or by the Information Commissioner's Office (ICO); and
	The Buyer shall be entitled to assign, charge, mortgage or pledge as a trust the benefit of the Contract or any part thereof to any group or associated company or any customer or client of the Buyer.	26.2.11	delete or return all Personal Data once the Order is complete, as per the Buyer's instructions.
23.	JURISDICTION	26.3	The Seller shall be liable for and indemnify the Buyer from and against all costs, expenses (including without limitation, legal and other professional fees and expenses), losses, damages and other liabilities of whatever nature (whether contractual, tortious or otherwise) suffered or incurred by the Buyer and arising out of or in connection with any breach by the Seller of this clause 26;
23.1	This Contract shall be subject to and construed in accordance with the laws of England and Wales.	26.4	The Seller's obligations under this clause shall continue until the Seller stops processing the Personal Data.
23.2	Any dispute between the parties in relation to any matter arising under this Contract shall be referred to the exclusive jurisdiction of the Courts of England and Wales, which shall have the power to consider any matter in relation hereto.	27.	We reserve the right to amend these Terms and Conditions as needed for legitimate commercial or legal requirements.
24.	CONFIDENTIALITY		
24.1	The Seller shall safeguard and keep confidential the terms of this Contract and any and all confidential information that it may acquire in relation to the business or affairs of the Buyer. The Seller shall not use or disclose the Buyer's confidential information except to the extent that such use or disclosure is necessary for the purposes of performing its obligations or exercising its rights under the Contract. The Seller shall ensure that its officers and employees and any other persons to whom confidential information is disclosed comply with the provisions of this clause 24.		
25.	WAIVERS AND NOTICES		
25.1	A waiver by the Buyer of any breach by the Seller of any term or condition of this Order shall not constitute a waiver of any subsequent breach of the same term or condition or waiver of a breach of any other term or condition hereof, and no waivers shall release the Seller of his obligations under the Order.		
	Any notice to be given under this Contract shall either be delivered personally or sent by recorded delivery post.		
26.	DATA PROTECTION		
26.1	The parties acknowledge that the Buyer is a Controller in respect of the Personal Data processed in relation to the Order and the Seller is the Processor of such Personal Data.		
26.2	When processing Personal Data on behalf of the Buyer under these terms and conditions the Seller shall:		
26.2.1	process the Personal Data solely for the purpose of fulfilling its obligations under the Order;		
26.2.2	notify the Buyer in writing immediately (and in any event within 24 hours) if:		
	a) any instructions of the Buyer relating to the processing of Personal Data are unlawful;		
	b) the Seller becomes aware of a Personal Data Breach; or		
	c) the Seller receives any Personal Data Breach notification, complaint, notice or communication which relates in some way to the Processing of the Personal Data;		