

## Macro 4 Limited Terms and Conditions of Purchase (November 2024)

### 1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

#### Definitions:

<b>Business Day</b>	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
<b>Business Hours</b>	the period from 9.00 am to 5.30 pm on any Business Day.
<b>Commencement Date</b>	has the meaning given in clause 2.2.
<b>Conditions</b>	these terms and conditions as amended from time to time in accordance with clause 18.9.
<b>Contract</b>	the contract between Macro 4 and the Supplier for the supply of Goods or Services, or Goods and Services, in accordance with these Conditions.
<b>Control</b>	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be interpreted accordingly.
<b>Deliverables</b>	all documents, products and materials developed by the Supplier or its agents, contractors and/or employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
<b>Delivery Date</b>	the date specified in the Order.
<b>Delivery Location</b>	the address for delivery of Goods as set out in the Order (and where applicable, for performance of the Services).
<b>Goods</b>	the goods (or any part of them) set out in the Order.
<b>Goods Specification</b>	any specification for the Goods, including any related plans and drawings, that is agreed in writing by Macro 4 and the Supplier.
<b>Intellectual Property Rights</b>	patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
<b>Macro 4</b>	means Macro 4 Limited registered in England and Wales at The Orangery, Turners Hill Road, Worth, Crawley, West Sussex, RH10 4SS with company number 00927588.
<b>Macro 4 Materials</b>	has the meaning set out in clause 5.3.9.
<b>Order</b>	Macro 4's order for the supply of Goods and/or Services, as set out in Macro 4's purchase order form, or any other form of communication, if applicable, setting out details of Macro 4's order for Goods and/or Services.
<b>Quote</b>	the Suppliers quote for the supply of Goods and/or Services.
<b>Services</b>	the services, including any Deliverables, to be provided by the Supplier under the Contract as set out and detailed in the Order (if applicable).
<b>Supplier</b>	the person or firm from whom Macro 4 purchases the Goods or Services or Goods and Services as detailed in the Order.

**Interpretation:**

A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A reference to a party includes its personal representatives, successors and permitted assigns.

A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

A reference to **writing** or **written** includes email.

**2. BASIS OF CONTRACT**

- 2.1 The written confirmation from the Supplier of their Quote (or provision of price and details relating to the provision of Goods and/or Services, as applicable) constitutes an offer by the Supplier to provide the Goods and/or Services in accordance with these Conditions.
- 2.2 The Quote (where provided), or Supplier's offer to provide Goods and/or Services in accordance with clause 2.1, shall be deemed to be accepted on Macro 4 issuing the Order, at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Subject to clause 2.4, these Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate (including any terms and conditions which the Supplier purports to apply under any purchase order confirmation, specification, Quote or other document), or which are implied by law, trade custom, practice or course of dealing, unless otherwise agreed in writing by Macro 4.
- 2.4 Where Macro 4 approves any additional or separate terms and conditions in respect of the Goods and/or Services that Macro 4 places an Order for with a Supplier, such terms and conditions shall be set out in an Order and shall take precedence over anything inconsistent with these Conditions, to the extent of any inconsistency only and only in respect of that Order.
- 2.5 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.6 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

**3. SUPPLY OF GOODS**

- 3.1 The Supplier shall ensure that the Goods shall:
  - 3.1.1 correspond with their description, any applicable Goods Specification and meets the intended use of Macro 4;
  - 3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Macro 4, expressly or by implication, and in this respect Macro 4 relies on the Supplier's skill and judgement;
  - 3.1.3 where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery or such period as otherwise agreed with Macro 4 or detailed in an Order; and
  - 3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

- 3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.3 Macro 4 may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 3.4 If following such inspection or testing Macro 4 considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, Macro 4 shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. This remedial action shall include rejection of the Goods and or Services if deemed appropriate by Macro 4.
- 3.5 Macro 4 may conduct further inspections and tests after the Supplier has carried out its remedial actions.

#### **4. DELIVERY OF GOODS**

- 4.1 The Supplier shall ensure that:
  - 4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and
  - 4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 4.2 The Supplier shall deliver the Goods:
  - 4.2.1 on the Delivery Date;
  - 4.2.2 at the Delivery Location; and
- 4.3 during Business Hours or as instructed by Macro 4.
- 4.4 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.5 The Supplier shall not deliver the Goods in instalments without Macro 4's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Macro 4 to the remedies set out in clause 6.1.
- 4.6 Risk in the Goods shall pass to Macro 4 on completion of delivery.
- 4.7 Title in the Goods shall pass to Macro 4 upon payment of the Goods.
- 4.8 Without limiting any provision of this clause 4, delivery of the Goods shall be on Incoterms 2020 DDP, unless otherwise specified in the Order.

#### **5. SUPPLY OF SERVICES**

- 5.1 The Supplier shall from the date set out in the Order and for the duration of the Contract supply the Services to Macro 4 in accordance with the terms of the Contract.
- 5.2 The Supplier shall meet any performance dates for the Services specified in the Order or that Macro 4 notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- 5.3 In providing the Services, the Supplier shall:
  - 5.3.1 co-operate with Macro 4 in all matters relating to the Services, and comply with all instructions of Macro 4;
  - 5.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
  - 5.3.3 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;

- 5.3.4 ensure that the Services will conform with all descriptions, standards and specifications set out in the Order, and that the Deliverables shall be fit for any purpose that Macro 4 expressly or impliedly makes known to the Supplier;
- 5.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 5.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Macro 4, will be free from defects in workmanship, installation and design;
- 5.3.7 obtain and at all times maintain all licences and consents, including any statutory risk assessments which may be required for the provision of the Services;
- 5.3.8 observe and abide by, and procure that any employees, independent contractors or agents observe and abide by, all health and safety rules, regulations and procedures and any other security requirements which have been communicated by Macro 4 and all those that apply at any of Macro 4's premises;
- 5.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by Macro 4 to the Supplier (**Macro 4 Materials**) in safe custody at its own risk, maintain the Macro 4 Materials in good condition until returned to Macro 4, and not dispose of or use the Macro 4 Materials other than in accordance with Macro 4's written instructions or authorisation;
- 5.3.10 not do or omit to do anything which may cause Macro 4 to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Macro 4 may rely or act on the Services; and
- 5.3.11 perform the Contract in accordance with the service levels identified in the Order (where applicable).

## **6. MACRO 4 REMEDIES**

- 6.1 If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, Macro 4 shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:
  - 6.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - 6.1.2 to refuse to accept any subsequent performance of the Services or delivery of the Goods which the Supplier attempts to make;
  - 6.1.3 to recover from the Supplier any costs incurred by Macro 4 in obtaining substitute goods or services from a third party;
  - 6.1.4 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Goods that it has not delivered; and
  - 6.1.5 to claim damages for any additional costs, loss or expenses incurred by Macro 4 which are in any way attributable to the Supplier's failure to meet such dates.
- 6.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting or affecting other rights or remedies available to it, Macro 4 shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:
  - 6.2.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - 6.2.2 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
  - 6.2.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
  - 6.2.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
  - 6.2.5 to recover from the Supplier any expenditure incurred by Macro 4 in obtaining substitute goods from a third party; and
  - 6.2.6 to claim damages for any additional costs, loss or expenses incurred by Macro 4 arising from the Supplier's failure to supply Goods in accordance with clause 3.1.
- 6.3 If the Supplier has supplied Services that do not comply with the requirements of clause 5.3.4 and 5.3.11(where applicable) then, without limiting or affecting other rights or

remedies available to it, Macro 4 shall have one or more of the following rights and remedies:

- 6.3.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 6.3.2 to return the Deliverables to the Supplier at the Supplier's own risk and expense;
- 6.3.3 to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services;
- 6.3.4 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- 6.3.5 to recover from the Supplier any expenditure incurred by Macro 4 in obtaining substitute services or deliverables from a third party; and
- 6.3.6 to claim damages for any additional costs, loss or expenses incurred by Macro 4 arising from the Supplier's failure to comply with clause 5.3.4 or 5.3.11.
- 6.4 These Conditions shall extend to any substituted or remedial services or repaired or replacement goods supplied by the Supplier.
- 6.5 Macro 4's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

## **7. MACRO 4'S OBLIGATIONS**

- 7.1 Macro 4 shall:
  - 7.1.1 provide the Supplier with reasonable access at reasonable times to Macro 4's premises for the purpose of providing the Services; and
  - 7.1.2 provide such necessary information for the provision of the Services as the Supplier may reasonably request.

## **8. CHARGES AND PAYMENT**

- 8.1 The price for the Goods:
  - 8.1.1 shall be the price set out in the Order; and
  - 8.1.2 shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by Macro 4.
- 8.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Macro 4, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 8.3 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Macro 4 to inspect such records at all reasonable times on request.
- 8.4 In respect of the Goods, the Supplier shall invoice Macro 4 on or at any time after completion of delivery. In respect of Services, including delivery of any applicable Deliverables, the Supplier shall invoice Macro 4 on completion of the Services. Each invoice shall include such supporting information required by the Macro 4 to verify the accuracy of the invoice, including the relevant purchase order number.
- 8.5 In consideration of the supply of Goods and/or Services by the Supplier, Macro 4 shall pay the invoiced amounts in accordance with the payment terms as set out in the Order, if no payment terms are set out in the Order Macro 4 will pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 8.6 All amounts payable by Macro 4 under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to Macro 4, Macro 4 shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods or Services or both, as applicable, at the same time as payment is due for the supply of the Goods or Services.
- 8.7 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the



due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when the base rate is below 0%. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from 30 days after the dispute is resolved until payment.

- 8.8 Macro 4 may at any time, without notice to the Supplier, set off any liability of the Supplier to Macro 4 against any liability of Macro 4 to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, Macro 4 may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Macro 4 of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1 All Intellectual Property Rights in or arising out of or in connection with the Services, including the Deliverables (other than Intellectual Property Rights in any Macro 4 Materials), shall hereby be assigned to Macro 4 by the Supplier (by way of future assignment) upon creation, unless otherwise agreed in writing.
- 9.2 The Supplier grants to Macro 4, or shall procure the direct grant to Macro 4 of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify any background Intellectual Property Rights belonging to the Supplier (or its licensors) which are required for the use of the Deliverables and/or receipt and use of the Services and the Deliverables.
- 9.3 Macro 4 may sub-licence the rights granted in clauses 9.1 and 9.2 to its Affiliates or any other third party as may be required for purposes made known to the Supplier by Macro 4 at the time of placing the Order.
- 9.4 Macro 4 grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by Macro 4 to the Supplier for the term of the Contract for the purpose of providing the Services to Macro 4.
- 9.5 The Supplier acknowledges that all rights in Macro 4 Materials are and shall remain the exclusive property of Macro 4.

## **10. INDEMNITY**

- 10.1 The Supplier shall indemnify Macro 4 against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Macro 4 arising out of or in connection with:
- 10.1.1 the Supplier's breach or negligence performance or non-performance of the Contract;
- 10.1.2 any claim made against Macro 4 for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding the Macro 4 Materials);
- 10.1.3 any claim made against Macro 4 by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables, to the extent that the defects in the Goods or Deliverables are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- 10.1.4 any claim made against Macro 4 by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.
- 10.2 This clause 10 shall survive termination of the Contract.

## 11. INSURANCE

During the term of the Contract and for a period of time afterwards if specified in the Order, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall produce to Macro 4 on demand both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## 12. COMPLIANCE WITH RELEVANT LAWS AND POLICIES

12.1 In performing its obligations under the Contract, the Supplier shall:

12.1.1 comply with all applicable laws, statutes, regulations and codes from time to time in force, including those relating to anti-bribery, anti-corruption, anti-slavery and human trafficking from time to time in force, including but not limited to the Modern Slavery Act 2015 and the Bribery Act 2010 (**Relevant Requirements**);

12.1.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales;

12.1.3 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

12.1.4 include in contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 12;

12.1.5 establish, maintain and enforce its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements;

12.1.6 notify Macro 4 as soon as it becomes aware of any actual or suspected breach of clauses 12.1.1, 12.1.2 and 12.1.3; and

12.1.7 maintain a complete set of records to trace the supply chain of all Goods and Services provided to Macro 4 in connection with this Contract; and permit Macro 4 and its third party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 12.

12.2 The Supplier represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

12.3 The Supplier shall ensure that any of its agents, consultants, contractors, subcontractors or other persons engaged in performance of the Supplier's obligations under this Contract do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 12 (**Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.

12.4 Breach of this clause 12 shall be deemed a material breach under clause 14.

## 13. DATA PROTECTION

13.1 The following definitions apply in this clause 13:

13.1.1 **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.

13.1.2 **Data Protection Legislation:** 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 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

13.1.3 **Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.

- 13.1.4 **UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
- 13.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 13.3 The parties acknowledge that for the purposes of the Data Protection Legislation, Macro 4 is the Controller and the Supplier is the Processor. The scope, nature and purpose of processing by the Supplier and the types of Personal Data and categories of Data Subject are as described in an applicable description of Services, for processing for the duration of providing the Services only.
- 13.4 Without prejudice to the generality of clause 13.2, Macro 4 will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of Macro 4 for the duration and purposes of the Contract.
- 13.5 Without prejudice to the generality of clause 13.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:
- 13.5.1 process that Personal Data only on the documented written instructions of Macro 4 unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify Macro 4 of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying Macro 4;
- 13.5.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by Macro 4, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 13.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- 13.5.4 not transfer any Personal Data outside of the UK unless the prior written consent of Macro 4 has been obtained and the following conditions are fulfilled:
- (a) Macro 4 or the Supplier has provided appropriate safeguards in relation to the transfer;
  - (b) the Data Subject has enforceable rights and effective legal remedies;
  - (c) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - (d) the Supplier complies with reasonable instructions notified to it in advance by Macro 4 with respect to the processing of the Personal Data.
- 13.5.5 assist Macro 4, at Macro 4's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 13.5.6 notify Macro 4 without undue delay on becoming aware of a Personal Data Breach;
- 13.5.7 at the written direction of Macro 4, delete or return Personal Data and copies thereof to Macro 4 on termination of the Contract unless required by Domestic Law to store the Personal Data; and



- 13.5.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 13 and allow for audits by Macro 4 or Macro 4's designated auditor and immediately inform Macro 4 if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.
- 13.6 Macro 4 does not consent to the Supplier appointing any third party processor of Personal Data under the Contract.

#### **14. TERMINATION**

- 14.1 Without affecting any other right or remedy available to it, Macro 4 may terminate the Contract:
- 14.1.1 with immediate effect by giving written notice to the Supplier if:
- (a) there is a change of Control of the Supplier; or
  - (b) the Supplier commits a breach of clause 12 or 13.
- 14.1.2 for convenience by giving the Supplier one (1) months' written notice.
- 14.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 14.2.1 the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
- 14.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 14.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 14.2.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 14.3 If the Supplier has provided Goods to Macro 4 and becomes subject to an event similar to or as set out in clause 14.2.2 or 14.2.3, Macro 4 shall at its discretion reject the Order and be entitled to a full refund, or retain Goods.

#### **15. CONSEQUENCES OF TERMINATION**

- 15.1 On termination of the Contract, the Supplier shall immediately deliver to Macro 4 all Deliverables whether or not then complete and return all Macro 4 Materials. If the Supplier fails to do so, then Macro 4 may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 15.2 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 15.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

#### **16. CONFIDENTIALITY**

- 16.1 Each party undertakes that it shall not at any time during the Contract and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, Macro 4's, clients or suppliers of the other party, except as permitted by clause 16.2.
- 16.2 Each party may disclose the other party's confidential information:

- 16.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 16; and
- 16.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 16.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 17. FORCE MAJEURE**  
Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Contract by giving 14 days' written notice to the affected party.
- 18. GENERAL**
- 18.1 **Assignment and other dealings.**
- 18.1.1 Macro 4 may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.
- 18.1.2 The Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.
- 18.2 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of Macro 4. If Macro 4 consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.
- 18.3 **Notices.**
- 18.3.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  - (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):  
Supplier: the email address as set out in the Order.  
Macro 4: [purchases@macro4.com](mailto:purchases@macro4.com).
- 18.3.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
  - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
  - (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- 18.3.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 18.4 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 18.4 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

- 18.5 **Waiver.**
- 18.5.1 Except as set out in clause 2.6, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 18.5.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 18.6 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 18.7 **Entire agreement.**
- 18.7.1 The Contract constitutes the entire agreement between the parties.
- 18.7.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 18.8 **Third party rights.**
- 18.8.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 18.8.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 18.9 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- 18.10 **Mediation.** If any dispute arises in connection with the Contract, its subject matter or formation, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure. Unless otherwise agreed in writing between the parties within 14 working days of notice of the dispute, the mediator will be bound by CEDR.
- 18.11 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 18.12 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.