

# **HYCROME**

## **(EUROPE) LIMITED**

### ***Engineering & Surface Treatment Specialists***

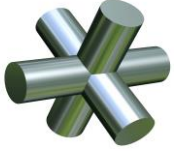
#### **HYCROME GENERAL TERMS & CONDITIONS OF PURCHASE**

##### **1. DEFINITIONS AND INTERPRETATION**

###### **1.1 In these conditions: -**

- “Buyer” means Hycrome (Europe) Limited registered in Scotland under number 122201; or any subsidiary company within the group.
- “Conditions” means the General Terms and Conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Supplier.
- “Consequential Loss” means any loss or anticipated loss of profit, loss or anticipated loss of revenue, business interruption, loss of use of any equipment, loss of any contract or other business opportunity and any other loss of a similar nature.
- “Data Protection Legislation” from the date it comes into force in the UK the General Data Protection Regulation (EU) 20016/670 (as applicable) and the Privacy and Electronic Communications (EC Directive) Regulations and any national implementing laws, regulation and secondary legislation in the UK.
- “Data Controller” the Party that transfers Personal Data to the other Party.
- “Data Processor” the Party that receives Personal Data from the other Party
- “Goods” means the items to be provided (including any instalment of the items or any part of them and including documentation as detailed in the Supplier Data Requirements List) in accordance with the Purchase Order.
- “Purchase Order” means the contract formed by the acceptance of the Purchase Order document and shall incorporate these conditions of purchase as may be amended by special conditions referred to in the Purchase Order document.
- “Supplier” means the person(s), firm or company named in the Purchase Order and engaged by Hycrome for the supply of Goods and/or execution of Services defined in the Purchase Order and includes the Supplier’s legal personal representatives, successors and assignees.
- “Services” means the services, if any, to be supplied by the Supplier in accordance with the Purchase Order.
- “Specification” includes any plans, drawings, standards, data or other information relating to the Goods or Services.
- “Personal Data”, “Controller”, “Processor”, “Data Subject” And “Processing” “Third Country” and “International Organisation” have the same meaning as in the Data Protection Legislation.

- 1.2 The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to these Conditions.
- 1.3 The Supplier shall be deemed to have accepted the Order and its General Terms and Conditions as soon as it commences to perform any of its obligations hereunder.
- 1.4 These Conditions shall have precedence over any other conditions appearing on any acceptance form or other document emanating from the Supplier which shall have no effect except to the extent that they confirm the Contract or are expressly agreed in Writing by the Buyer.



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### **2. SPECIFICATIONS**

- 2.1 The quantity, quality and description of the Goods and the Services shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Supplier or agreed in Writing by the Buyer.
- 2.2 Any Specification supplied by the Buyer to the Supplier, or specifically produced by the Supplier for the Buyer, in connection with the Order, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer. The Supplier shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Supplier, or as required for the purpose of the Contract.

### **3. PRICE OF THE GOODS AND SERVICES**

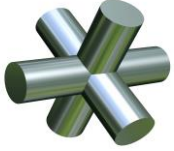
- 3.1 The Price of the Goods and the Services shall be stated in the Order and be based on the quotation supplied as a result of the enquiry and, unless otherwise stated, shall be:
- i) Exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a value added tax invoice); and
  - ii) Inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax.
- 3.2 All prices quoted shall remain fixed and firm for a period of 60 days from receipt of quotation.
- 3.3 All prices specified in this Order shall be fixed and firm and not subject to escalation for the duration of this Contract.
- 3.4 Discounts for prompt payment, bulk purchase or volume of purchase shall be shown separately on the quotation.

### **4. TERMS OF PAYMENT**

- 4.1 Unless otherwise stated in the Order, payment shall be made net 60 days after receipt by the Buyer of a proper invoice.
- 4.2 The Buyer shall be entitled to set off against the invoice any sums owed to the Buyer by the Supplier.

### **5. DELIVERY**

- 5.1 The Goods shall be delivered to and the Services shall be performed at the Delivery Address during the Buyer's usual business hours.
- 5.2 Delivery of the goods and services shall be to the named destination on the Purchase Order. All delivery costs shall be Carriage and Insurance Paid (CIP) – Incoterms 2000 Edition.
- 5.3 Where the date of delivery is to be specified after placing the Order, the Supplier shall give the Buyer reasonable notice of the specified date.



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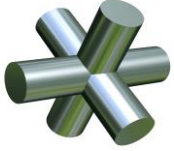
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- 5.4 A packing note quoting the Purchase Order number must accompany each delivery or consignment of the Goods and must be displayed prominently. Failure to comply with this requirement will result in an administration fee of GBP30.00 per unmarked consignment.
- 5.5 If the Goods are to be delivered, or the Services are to be performed, by installments, the Contract will be treated as a single contract and not several.
- 5.6 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Order. If it is necessary to return the goods to the Supplier, then the cost of returning the Goods will be met by the Supplier.
- 5.7 The Supplier shall supply the Buyer in good time with any instructions, LOC's, material certificates or other information required to enable the Buyer to accept delivery of the Goods and/or performance of the Services.
- 5.8 Goods are to be suitably packed and protected to ensure safe consignment to the Delivery Address. The Order number is to be quoted on all packages/documents. If packaging/protection is of a specialist nature, whereby removal would render Goods unsuitable for service, then this should be stipulated by the Supplier.

All supplies (with the exception of electronic media) must fall into one of the following categories:-

- (a) Items less than 15kg:  
Items must be packed in a cardboard box, with bubble wrap only used for packing. Do not exceed 15kg per box (total weight of contents)
- (b) Items exceeding 15kg but less than 1000kg:
- i) Items must be packaged on a pallet.
  - ii) Pallets must be sized 1200mm wide (as you would face the pallet in racking) x 1000mm deep (as it would sit in the racking beams).
  - iii) Pallets must be constructed in accordance with BS 1133 Section 8 or equivalent national standards.
  - iv) Pallets must have 3 solid rails to support top boards 95mm high x 50mm wide.
  - v) Pallets must be sheeted with 20mm boards on top surface with 2 off 50mm x 20mm rails fitted to the underside 120mm in from the front edges of the solid rails.
  - vi) Palletised items must be secured to the pallet using nylon banding strapped over the load and under the top deck boards of the pallet.
  - vii) Wedges or blocks must be affixed to the pallet where movement of the load within banding may occur.
  - viii) Where the load has a narrow base or feet which may damage the pallet or slip between pallet top decks during transit a wooden board must be affixed to the pallet to provide a solid base.
  - ix) Where shrink wrap is used then a minimum amount only must be used and its use must not impede forklift access.
  - x) Plastic, polystyrene or any kind of chips will not be accepted under any circumstances.
- (c) Items exceeding 1000kg:  
Goods over 1000kg shall be suitably packaged to support the Goods for floor standing.



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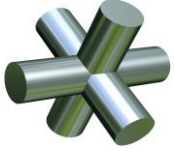
- 5.9 All Score/Hycrome URN tagged goods that require palletised shall be in numerical order in a left to right manner. E.G.160957-0001 to 0050 laid out from left to right in the pallet.
- 5.10 Any packaging discrepancy shall incur a charge of GBP120.00; discrepancies include use of crates without prior permission from the Buyer.
- 5.11 The Buyer shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.
- 5.12 If the Goods are not delivered or the Services are not performed on the due date, without prejudice to any other remedy, the Buyer shall be entitled to deduct from the Price or (if the Buyer has paid the Price) to claim from the Supplier by way of liquidated damage for delay 1% of the Price for every week's delay, up to maximum of 10%. On significant Orders, these percentages may be altered with prior written agreement.
- 5.13 Goods with limited shelf life shall have a minimum of 95% of shelf life remaining on the date of delivery to the Buyer.

### **6. RISK AND TITLE**

- 6.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Order, except in the case of consigned stock to the Buyer's premises where risk remains with the Supplier until a Purchase Order is raised by the Buyer.
- 6.2 The property in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Order.

### **7. WARRANTIES AND LIABILITY**

- 7.1 The Supplier warrants to the Buyer that the Goods will comply with all statutory requirements and regulations relating to the sale of the Goods.
- 7.2 During a period of 24 months after the time of dispatch or 18 months after installation, the Supplier shall, at his own expense, repair or replace the Goods or Services or any part thereof found to be defective due to faulty design, material, equipment or workmanship (other than design specified in detail by the Buyer) or to any act or omission of the Supplier. If the Supplier is unable or refuses to undertake any re-performance which has been requested by the Buyer, the Buyer shall be entitled (without prejudice to any other rights and remedies it may have under the Purchase Order) to undertake the re-performance itself or to procure a third party to undertake such re-performance and, in either instance, recover all costs (including incidental costs) of such re-performance from the Supplier. For substituted or repaired items the prevailing guarantee will be extended from the date of replacement.



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- 7.3 The Supplier shall indemnify the Buyer against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:-
- i) Breach of any warranty given by the Supplier in relation to the Goods or the Services;
  - ii) any claim that the Goods infringe, or their importation, use or resale infringes the patent, copyright, design right, trademark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;
  - iii) Any liability under the Consumer Protection Act 1987 in respect of the Goods;
  - iv) Any act or omission of the Supplier or its employees, agents or sub-Contractors in supplying, delivering and installing the goods or performing the Services;
  - v) Any defect in the Goods or Services supplied.

7.4 The Supplier shall indemnify the Buyer against all loss of or damage to property or liability for injuries (including death) sustained by any one, including Supplier's and Buyer's employees and clients, arising out of or in connection with the Goods and/or Services covered by this Purchase Order.

7.5 The Supplier shall take out and maintain, with a first class insurance company, insurance adequate to cover its liabilities hereunder and to fulfill any requirements of local government or other appropriate bodies.

7.6 The Buyer shall not be responsible to the Supplier for Consequential Loss. The Supplier shall not be liable to the Buyer for Consequential Loss, other than for sums receivable by the Buyer under insurance policies carried by the Supplier.

#### **8. FORCE MAJEURE**

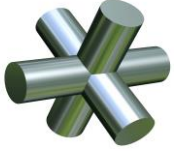
8.1 Neither the Supplier nor the Buyer shall be liable to the other or be deemed to be in breach of the Purchase Order by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or Services, if the delay or failure was beyond that party's reasonable control.

#### **9. TERMINATION**

9.1 The Buyer shall be entitled to cancel the Order in respect of all or part only of the Goods and/or the Services by giving notice to the Supplier at any time in which event the Buyer's sole liability shall be to pay to the Supplier the Price for the Goods or Services in respect of which the Buyer has exercised its right of cancellation, less the Supplier's net saving of cost arising from cancellation.

9.2 The Buyer shall be entitled to terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:

- i) The Supplier fails to comply with any of the terms of the Contract;



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- ii) The Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or, being a company, becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction);
- iii) An encumbrance takes possession of, or a receiver is appointed to, any of the property or assets of the Supplier;
- iv) The Supplier ceases, or threatens to cease, to carry on business;
- v) The Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

#### **10. CONFIDENTIALITY**

- 10.1 The Supplier acknowledges and accepts that the information contained in the documents provided by the Buyer in connection with the Purchase Order is confidential and shall not be divulged to any third party or to be used for any other purpose than the performance of the Purchase Order without the prior written consent of the Buyer.

#### **11. GENERAL**

##### **11.1 Assignment**

- 11.1.1 The Contract is personal to the Supplier and the Supplier shall not assign or transfer or purport to assign or transfer to any other person of its rights or subcontract any of its obligations under the Contract.

##### **11.2 Notices**

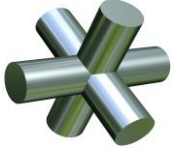
- 11.2.1 Any notice required or permitted to be given by either party to the other in connection with the Contract shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Such notices shall be deemed effective within 48 hours of dispatch.

##### **11.3 Waiver**

- 11.3.1 None of the provisions of this Contract will be considered waived by the Buyer unless such waiver is given in Writing by the Buyer. No such waiver shall be a waiver of past or future defaults, breach or modifications of any of the terms, provisions, Conditions or covenants of this Contract unless expressly set forth in such waiver.
- 11.3.2 If any provision of the Conditions of this Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected hereby.

##### **11.4 Resolution of Conflict/Applicable Law**

- 11.4.1 In the event of any dispute arising under or in connection with this Contract or the sale of the Goods then every effort shall be made to resolve and agree such dispute by discussion between the parties. If, after a maximum period of 2 months, unless otherwise agreed by the parties, there is a failure to reach agreement, the dispute shall be referred to arbitration by



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a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Law Society of Scotland.

11.4.2 The Contract shall be governed by and interpreted and construed in accordance with the laws of Scotland.

11.4.3 Unless otherwise specified, all quotations, contract documents, data and drawings shall be supplied in the English Language.

#### **12. HSE**

12.1 Any Goods supplied or installed shall be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health and the environment, and all Goods will be supplied with full instructions for their proper use, maintenance and repair and with any necessary warning notices clearly displayed.

12.2 The Supplier agrees before delivery to furnish the Buyer in writing with a list by name and description of any harmful or potentially harmful properties or ingredients in the Goods supplied whether in use or otherwise and thereafter information concerning any changes in such properties or ingredients. The Buyer will rely on the supply of such information from the Seller in order to satisfy its own obligations under the Health and Safety at Work Act 1974 (and any amendment thereof) and any other relevant legislation.

12.3 In respect of all goods supplied the Supplier will maintain and observe quality control and supplier quality assurance standards in accordance with the requirements of the Buyer, its customs, relevant British Standards, statutory and regulatory bodies.

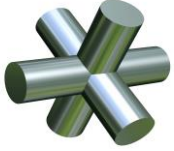
12.4 It is the responsibility of the Supplier to acquaint itself with the purposes for which the Goods supplied are to be used.

12.5 The Supplier shall indemnify the Buyer against all actions, suits, claims, demands, losses, charges, costs and expenses which the Buyer may suffer or incur as a result of or in connection with any breach of this Condition.

12.6 The Supplier providing services must comply with the contractor HSEQ standard which includes environmental elements.

#### **13. TECHNICAL SUPPORT**

Supplier agrees to fully support the Buyer with any and all technical information required to support the Supplier's products. This support should cover the complete range of installed equipment and will cover repairs, spares and technical information whether the Goods were purchased as part of this Order or otherwise.



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#### **14. QUALITY**

14.1 Hycrome operates established Integrated Management Systems which comply with BS EN ISO 9001/ AS9100 & ISO 14001. All Goods supplied against this Order shall be as to allow Hycrome to meet the requirements for product identification and traceability to the source of supply.

14.2 The Supplier shall therefore ensure that its products are correctly identified and that the supporting documentation is provided in accordance with the requirements of this document. All documentation affecting the specification of equipment/material on this document including British, European and other international standards shall be to the latest issue unless otherwise stated.

#### **14.3 Identification**

14.3.1 All Goods supplied against the Purchase Order shall be marked in such a manner as to provide adequate identification to the document number and any manufacturer's identities, part numbers, cast codes or serial numbers as applicable.

#### **14.4 Certification**

14.4.1 Each consignment of Goods supplied against the Purchase Order shall be accompanied by the relevant certification/documentation stipulated by the Purchase Order.

14.4.2 Pressure test certification must be dated within six months of anticipated delivery to the Buyer.

#### **14.5 Inspections**

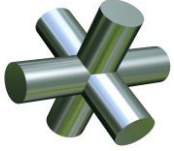
14.5.1 Inspection shall be carried out at receipt by Hycrome. Inspection may consist of, but not be limited to:-

- i) Visual Inspection
- ii) Marking/Tagging
- iii) Dimensional Inspection
- iv) Pressure/Function Tests

14.5.2 The Supplier shall not refuse any reasonable request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to dispatch, and the Supplier shall provide the Buyer with all facilities reasonably required for inspection and testing at no cost to the Buyer.

14.5.3 If inspection of the Goods is to be carried out at the Supplier's premises, the Buyer is to be given a minimum of 48 hours notice of any impending inspection points. All technical queries and documentation which require approval are to be routed to the Buyer.

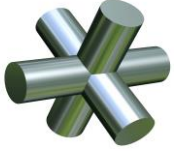




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- 14.5.4 Any request from the Buyer to dispatch Goods on an urgent basis does not supersede the Supplier's responsibility for ensuring that inspection requirements are met, unless formal notification that inspection is to be waived is provided in writing by the Buyer.
- 14.5.5 If as a result of inspection or testing the Buyer is not satisfied that the Goods will comply in all respects with the Purchase Order, and the Buyer informs the Supplier within 7 days of inspection or testing, the Supplier shall take such steps as are necessary to ensure compliance. Any such inspection or tests shall not in any way relieve the Supplier from any of its obligations under the Purchase Order from those existing either at common law or by statute.
- 14.6. AS9100 Clause 8.4 (where applicable)**
- 14.6.1 **Acceptance and Rejection**  
All articles will be subject to final inspection and acceptance by buyer within a reasonable time after receipt at the designated destination, irrespective of prior payment. Buyer may reject any article which contains defective material or workmanship or does not conform to specifications, samples or warranties. Any article so rejected may be returned to seller at seller's risk and expense and at full invoice price plus applicable transportation charges both ways. No defective article or material shall be replaced unless requested by buyer.
- 14.6.2 **Certificate of Conformance (Required for Goods Intended for Aircraft Applications and for Goods where Required on the Relevant Drawing or Order)**  
The certificate of conformance is a quality record that shall include the Buyers part number and description, purchase order number, quantity shipped, date shipped, manufacturer's part number, and details of certified quality system as stated within the order. It should be signed to indicate compliance with the requirements of this document. These are to be submitted for all parts delivered to the Buyer.
- 14.6.3 **First Article Inspection**  
The Buyer requires all first deliveries of parts to include a full first article inspection report to be filled out by the manufacturer. The sample, on which the FAI was performed, shall be clearly marked, both on the sample and the FAI report. Where the drawing has been updated and there is a change in the form, fit or function of the part, then an FAI must be submitted for the change/update only.  
The FAI should confirm that all processes, materials and dimensions are met. In the case of raw material or process i.e. paint, chromate, proof of acceptability shall be made available either through records or attached certificates. Drawing



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notes should be referenced and their acceptance confirmed. Any discrepancies detected by the manufacturer during the FAI shall be notified to the Buyer and a deviation should be sought in advance of any parts being shipped to the Buyer. Under no circumstances shall a nonconforming part be sent to the Buyer without the Buyers approval. Failure to comply with the above requirements will result in the Buyer rejecting the product.

#### 14.6.4 Record Retention

In addition to contractual requirements the supplier shall retain verifiable objective evidence of all records of manufacture including inspection and tests performed. All records shall be made available for evaluation for a contractually agreed upon period. Unless otherwise specified, this period shall be a minimum of 10 Years.

#### 14.6.5 Notification of Non-Conforming Product and Process Change

The supplier to notify the organisation of changes in product and/or process definition and, where required, obtain organisation approval.

The supplier must notify the buyer of any non-conforming item and submit the appropriate non-conformance paperwork. Non-conforming items cannot be submitted without written authorisation from either the buyer and/or the end user.

#### 14.6.6 Right of Access by the Buyer, Their Customer and Regulatory Authorities

In accordance with contractual agreements, right of access by the Buyer, their customer, and regulatory authorities shall be afforded to all facilities at any level of the supply chain involved in the order and to all applicable records, and for verification of parts at the supplier's premises.

#### 14.6.7 Key Characteristics

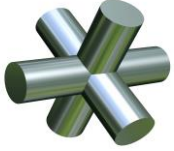
Where Identified within the specification, drawing and/or purchase order the supplier shall flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required.

#### 14.6.8 Flow Down of Information

All applicable requirements including customer requirements stated on the Purchase Order must flow down the supply chain.

#### 14.6.9 Counterfeit Product

All controls must be in place to ensure that all delivered parts or material are not counterfeit or suspected counterfeit product



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### **15. ENGINEERING SPECIFICATION**

15.1 Goods are to comply with the requirements stated on the Purchase Order or referenced data sheets. Score Engineering Specification ES007 Rev 4 applies in the absence of such detail. (Where applicable)

### **16. CONTROL OF SUBSTANCES HAZARDOUS TO HEALTH (COSHH)**

16.1 Where applicable, any hazardous materials/chemicals requested on the Purchase Order shall be

- i) clearly marked in accordance with the national regulation of the country of destination but as a minimum supplied with hazard symbols and classification clearly identified on containers;
- ii) packaged separately;

16.2 A copy of the Health & Safety Hazard datasheet shall be supplied.

### **17 DATA PROTECTION**

17.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 17 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

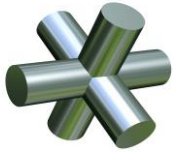
17.2 The Data Controller will ensure that all required consents and notices are in place to enable the lawful transfer of Personal Data to the Data Processor for the duration and purposes of the Contract.

17.3 Without prejudice to the generality of this clause, the Data Processor shall, perform its Data Processing obligation under these conditions by processing Personal Data only on the written instructions of the Data Controller unless otherwise required by the laws of any member of the European Union or by the laws of the European Union applicable to the processing of Personal Data (Applicable Laws). When relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Data Processor shall promptly notify the Data Controller of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit The Data Processor from so notifying the Data Controller.

17.4 Taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of Data Processing as well as the risk of carrying likelihood and severity for the rights and freedoms of natural persons, the Data Processor shall have in place appropriate technical and organisational measures to ensure a level of security appropriate to that risk.

17.5 The Data Processor shall take all reasonable steps to ensure that access to Personal Data is strictly limited to those individuals who need to know/access it for the purposes of the contract. All personnel who have access to and/or process the Personal Data shall be subject to confidentiality undertakings.

17.6 The Data Processor shall not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Data Controller has been obtained and the following conditions are fulfilled:



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- a. the Data Processor has provided appropriate safeguards in relation to the transfer;
- b. the Data Subject has enforceable rights and effective legal remedies;
- c. the Data Processor 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 Data Processor complies with reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the Personal Data;

17.7 The Data Processor shall not appoint any third party processor of Personal Data under this agreement except with the prior written consent of the Data Controller and subject to the follow provisions:

- a. The Data Processor shall carry out adequate due diligence to ensure that the Sub processor is capable of providing the level of protection required by these terms; and
- b. The agreement between the third party processor and the Data Processor shall governed by a written contract including terms which offer at least the same level of protection as those set out in these terms; and
- c. The Data Processor shall remain fully liable for all acts and omissions of any third party processor appointed by it pursuant to this clause.

For the purposes of this clause 'third party processor' shall mean any party which is not a member of the Company or Buyer.

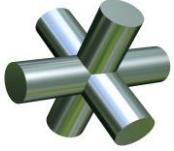
17.8 The Data Processor shall assist the Data Controller, at no cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators

17.9 Data Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 17. The Supplier shall allow for audits by the Company or the Company's designated auditor.

17.10 Data Processor shall notify the Data Controller without undue delay on becoming aware of a Personal Data breach

17.11 Each Party (Indemnifying Party) shall be responsible for and shall save, defend and hold harmless the other party (Indemnified Party) from and against all claims, losses, damages, costs (including legal costs) expenses, liabilities, fines, penalties, and sanctions in respect of:

- a. Any breach of the Indemnifying Party's obligations under these conditions or Data Protection Legislation; or
- b. Any act or omission relating to the use of Personal Data which is contrary to the instructions of the relevant Data Controller.



# **HYCROME**

## **(EUROPE) LIMITED**

### ***Engineering & Surface Treatment Specialists***

- 17.12 Data Processor shall at the written direction of the Data Controller, delete or return Personal Data and copies thereof to the Data Controller on termination of the agreement unless required by Applicable Law to store the Personal Data.
- 17.13 The Company may, at any time on not less than 30 days' notice, revise this Clause 17 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement)

#### **18 BUSINESS ETHICS**

- 18.1 In connection with this Contract, Supplier shall not pay or give, offer to pay or give, promise to pay or give, or authorise the payment or giving of any money, fee, commission, remuneration or other thing of value to or for the benefit of any person, including Government Officials, in order to influence an act or decision of any person or Government Official, or cause any person or Government Official to act or fail to act in violation of his lawful duty, or cause any person or Government Official to influence an act or decision of the government, for the purpose of securing an improper advantage, or in violation of any applicable law, decree, ordinance, rule, regulation or order, including without limitation the UK Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act and any other anti-corruption laws, applicable to either Party, its Affiliates, its directors, officers, employees, consultants or agents. Supplier shall inform the Purchaser immediately if there has been any request or demand for any unwarranted financial or other type of gain that has been received by the Supplier in connection with this Contract. In the event of a violation of this clause 17, Purchaser shall have the right to terminate this Contract immediately upon written notice to Supplier. This termination right is without prejudice to other remedies which Purchaser may have under this Contract or its governing law.
- 18.2 Supplier shall require its Affiliates, its subcontractors and its and their respective directors, officers, employees, consultants and agents to comply with the obligations of clause 18 in connection with this Contract.

#### **19. VARIATION**

- 19.1 All amendments to Purchase Orders must be agreed in writing by both the Supplier and the Buyer.

THIS DOCUMENT IS SUBJECT TO CHANGE WITHOUT FORMAL NOTICE.

**Title: HYCROME EUROPE LTD**  
**GENERAL TERMS AND CONDITIONS OF PURCHASE**  
**Revision: 6. Date: 19/06/19**

Updated to include AS9100 rev D requirements