Daikin Applied (UK) LTD
CONDITIONS OF PURCHASE

1. GENERAL

1.1. This Order, as defined herein, shall govern the Purchaser's contractual relationship with the Supplier. This Order supersedes any conflicting or previous oral or written agreement between the parties relating to its subject matter. The Supplier's terms and conditions (if any) are expressly excluded, and no term or condition of the Supplier shall have any legal effect unless expressly accepted in writing by the Purchaser and signed by an authorised signatory.
1.2. Save as permitted herein, no amendment, modification, instruction, variation, waiver, exclusion, omission or other change shall have effect unless in writing and signed on behalf of the Purchaser by an authorised signatory.
1.3. Any notice required or permitted to be given by either party to the other further to the Order 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. Any notice or communication shall be deemed to have been received:
1.3.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
1.3.2. 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;
1.3.3. if sent by email, at 9.00 am on the next Business Day after transmission.
1.4. No waiver by the Purchaser of any breach of the Order by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.
1.5. If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to, or deletion of, a provision or part-provision shall not affect the validity and enforceability of the rest of these Conditions.
1.6. The Purchaser shall be entitled at any time to assign, mortgage, charge, subcontract, delegate or deal in any other manner with any or all of its rights and obligations under the Order.
1.7. The Supplier shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Order without the prior written consent of the Purchaser.
1.8. Unless it expressly states otherwise, the Order does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Order.
1.9. The Order shall be governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction over any dispute arising out of or in connection with the Order or its subject matter or formation.
1.10. Any dispute in relation to this Order may be referred to adjudication and the appointment of the adjudicator and the conduct of the adjudication proceedings shall be subject to the adjudication provisions of the Scheme of Construction Contracts made under Section 114 of the Act and the adjudicator shall be nominated by **[the Royal Institution of Chartered Surveyors]**.
1.11. The Supplier is deemed to be fully aware of and will not do or omit anything to put the Purchaser in breach of, the Purchaser's obligations to any end client (including but not limited to the Employer) and is entitled to attend the Purchaser's offices for purposes of examining a copy of the relevant documentation (but not information as to pricing).

2. DEFINITIONS

2.1 "the Act' shall mean the Housing Grants Construction Regeneration Act 1996 (as amended).
2.2 "Applicable Laws" shall mean:
2.2.1 To the extent the UK GDPR applies, the law of the United Kingdom or of the relevant part of the United Kingdom.
2.2.2 To the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject.
2.3 "Business Day" means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
2.4 "Completion Date" shall mean the date specified on the Order.
2.5 "Conditions" shall means these Conditions of Purchase.
2.6 "Confidential Information" means any information of a confidential nature concerning the business, affairs, customers, clients or suppliers of the Purchaser.
2.7 "Construction Contract" shall mean any Order, or part of order, between the Purchaser and Supplier which is a "construction contract" as defined in the Act.
2.8 "Data Protection Legislation" shall mean:
2.8.1 To the extent the UK GDPR applies, the law of the United Kingdom or the relevant part of the United Kingdom which relates to the protection of Personal Data.
2.8.2 To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier or Purchaser is subject, which relates to the protection of personal data.
2.9 "Employer" shall mean the Purchaser's client as advised by it to the Supplier.
2.10 "EU GDPR" shall mean the General Data Protection Regulation ((EU) 2016/679).
2.11 "Order" shall mean the contract entered into by the Purchaser and the Supplier which incorporates the Purchase Order, these Conditions and all documents referred to therein or attached thereto by the Purchaser and any additional conditions, instructions or documents issued by the Purchaser to the Supplier, provided always that in the event of conflict these Conditions prevail.
2.12 "Order Amendment" shall mean a variation or order amendment.
2.13 Performance" means manufacture, ordering goods, entry on site or setting aside goods or materials for the purposes of the Order.
2.14 "Price" shall mean the price set out in the Purchase Order which may only be varied in accordance with the terms of this Order.
2.15 "Purchaser" shall mean Daikin Applied (UK) Limited.
2.16 "Purchase Order" a written order issued by the Purchaser to the Supplier.
2.17 "Real Living Wage" The hourly rates for London and the rest of the UK, as set by the Living Wage Foundation (or any replacement thereof) as may be revised from time to time.
2.18 "Supplier" shall mean the person, firm or company with whom the Purchaser enters this order and to whom the Purchase Order is addressed.
2.19 "UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
2.20 "Work" shall mean all goods and/or services to be supplied pursuant to, or in connection with, the Order.
2.21 A reference to writing includes email, provided that each party notifies the other in writing of its email address for the purposes of issuing notifications or communications in relation to the Order.
2.22 A reference to 'party' or 'parties' means the Purchaser and/or the Supplier.
2.23 Any reference to the Supplier is also a reference to its employees, agents, sub-sub-contractors and, as far as it reasonable, others acting on any direction of the Supplier. The Supplier, however, remains wholly responsible for undertaking and compliance with the Order notwithstanding the involvement of any such other personnel.
2.24 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended from time to time.
2.25 Clause and paragraph headings in these Conditions are for ease of reference only and not to be taken into account in the construction or interpretation of the clause or paragraph which they head.
2.26 Words importing the singular meaning include the plural meaning and vice versa and words of the masculine gender include every gender.
2.27 A reference to a 'person' includes any individual, firm, partnership, company and any other legal entity.

3. BASIS OF PURCHASE

3.1 The Supplier shall undertake complete the Performance and supply the Work described in the Purchase Order in accordance with this Order.
3.2 The Supplier shall issue a Quotation to the Purchaser and the Purchaser shall respond with a Purchase Order. The Supplier should acknowledge receipt of the Purchase Order.
3.3 The obligations and duties under this Order shall be deemed to have been agreed by the Supplier and commenced with effect from the earlier of either the date on which the Supplier first began to undertake Performance and/or supply the Work or the issue of the Purchase Order, in each and every case on the basis of these Conditions.
3.4 Any policy referred to in the Order but not appended thereto is incorporated and is available for inspection by the Supplier subject to its reasonable request.
3.5 Nothing in the Order is intended to, or shall be deemed to, establish any partnership or joint venture between parties, constitute either party the agent of the other, or authorise either party to make or enter into commitments for or on behalf of the other party. Nothing shall render the Supplier an employee, worker, agent or partner of the Purchaser and the Supplier shall not hold himself out as such.
3.6 Any conflict or inconsistency within or between the Order, shall be notified by the Supplier to the Purchaser within 7 days of the Supplier becoming aware (or from when the Supplier should have reasonably become aware) and resolved by a Purchaser instruction and the Supplier shall (subject always to complying with its obligations under these Conditions) comply with such instruction without any additional cost or delay to the Performance and/or supply of the Work.
3.7 The Supplier's liability in connection with the Order shall extend to not less than 12 years from completion of Performance and supply of the Work.

4. CHANGES/ORDER AMENDMENTS

The Supplier shall carry out any changes to the Performance or the Work required by the Purchaser which, without limitation, may include alterations in the quantity of the Work, additions or omissions to the scope and subject matter of the Work, and changes to the order of the Work, and no change shall vitiate the Order. No such changes shall be charged for unless expressed by way of written Order Amendment from Purchaser to Supplier signed by an authorised signatory of the Purchaser. Authorised changes shall be valued at the rates and prices set out in the Order, subject to the final approval of the Purchaser. If the rates and prices in the Order are not applicable to the changes then suitable rates based on those in the Order shall be agreed between Purchaser and Supplier, acting reasonably and in good faith. In the event of failure to agree suitable rates or prices within a reasonable time, then the Purchaser shall determine fair and reasonable rates or prices and utilise the same to adjust the Order Amendment accordingly. Any such increase or decrease ascertained by the Purchaser shall remain fixed and final and shall not be subject to further adjustment.

5. REGULATIONS, QUALITY AND MATERIALS

5.1 The Work shall comply fully and in all respects with all relevant legal obligations, including but not limited to, health and safety, COSHH Regulations, specific requirements of the Employer and with all relevant or appropriate Acts of Parliament, British Standards, Codes of Practice, Statutory Instruments, bye-law, and regulations etc.
5.2 Quality of materials, workmanship and design shall be of a high standard, free from defects and fit for their respective purposes. The Work shall only be accepted after it has in the opinion of the Purchaser satisfied the requirements of this Order. Insofar as Performance and/or manufacture or preparation of the Work involves any design on the part of the Supplier, the design shall be warranted to be fit for its purpose.
5.3 Save as set out otherwise in this clause, the Supplier shall exercise all reasonable skill, care and diligence which may reasonably be expected of a designer and supplier of similar goods and materials experienced in carrying out work comparable in size, scope, complexity and purpose to the Works; and use materials and workmanship of the quality and standards specified; and not specify or use or permit to be used anything which at the relevant time is considered or suspected to be deleterious, a threat to the health and safety of any person, a threat to the structural stability, performance, integrity or normal life expectancy of the Work (or any part thereof) or not in accordance with any relevant British or EU Standard, code of practice or good building practice
5.4 The Supplier has a duty to warn the Purchaser, in writing, of any defects, errors, omissions, conflict, divergence or other concern in respect of any Purchaser instruction, within 7 days of becoming aware of any such issue.
5.5 The Purchaser relies on the Supplier's expertise. The supplier must notify the purchaser if any changes in the production process or any component revision results in changes to the performance or reliability of products
5.6 The Supplier shall give every notice and obtain every licence, consent, permission or authority required for Performance and supply of the Work and shall pay the fees or charges payable by law under such Acts, regulations and bye-laws, in respect of Performance and supply of the Work.

6. DRAWINGS AND TECHNICAL DATA

6.1 No drawings, designs or specifications provided in connection with this Order by the Purchaser or its servants or agents (including all features whether patented or patentable or not and whether separately or collectively shown) nor any other intellectual property matter so provided may be reproduced in whole or in part nor used for any purpose other than the execution of this Order. All such drawings, designs and other matter are provided on loan only to the Supplier and are subject to immediate return upon demand.
6.2 The Supplier at its own expense shall prepare and submit for approval such drawings as may be required by the Purchaser but approval by the Purchaser, its servants or agents, or the Employer shall in no sense relieve the Supplier from any of its obligations under the Order. No drawings after such approval shall be varied or modified in any respect without prior written approval from the Purchaser which shall be promptly applied for in good time with full supporting explanation and particulars.
6.3 The Purchaser is hereby granted an irrevocable royalty free license to use and reproduce all copyright matter produced by the Supplier or its servants or agents pursuant to this Order.
6.4 The Supplier at its own expense shall supply all required as built drawings, operating instructions, maintenance manuals, mill certificates, fabrication reports and the like as and when required by the Purchaser. If any details shown on drawings issued by the Purchaser are omitted from the specification or other documents issued by the Purchaser or vice versa, it is agreed that notwithstanding such omissions or discrepancy the Supplier will be deemed to have included for such details together with any research work and any other work which may be necessary to complete the Work in its price, and in the event that the Supplier discovers any ambiguity or discrepancy in the drawings, specification and documents issued in connection with this Order or subsequently whether by way of Order Amendment or otherwise, the Supplier shall immediately submit the ambiguity or discrepancy to the Purchaser for its determination.
6.5 The Supplier shall indemnify and save harmless the Purchaser and its client against and from all actions, liabilities, claims, demands, proceedings, losses, damages, expenses, costs, fees, charges whatsoever or howsoever arising out of or in connection with the infringement of any patent or other intellectual property rights in respect of Work supplied hereunder or in relation thereto.

7. ADVERTISING

No advertising, publicity matter or other literature in relation to the work or to the associated project is to be published, released or utilised by the Supplier except with the prior written permission of the Purchaser signed by authorised signatory.

8. PRICES

8.1 All Price is fixed for the duration of the Order and are not subject to fluctuations or variation except as permitted by these Conditions.
8.2 Prices will be deemed to be inclusive of VAT unless otherwise stated.

9. PAYMENT

9.1 The provisions of this clause shall apply to all Orders:-
9.1.1 In consideration of the satisfactory performance of the work, the Purchaser shall pay the Supplier the price in the manner hereinafter provided. The Supplier shall send the Purchaser a detailed priced invoice (or as otherwise instructed on the Order) clearly stating in each case on its face the Order number, any appropriate item numbers, together with all other information which may reasonably be required by the Purchaser from time to time, and such invoice shall be presented as a VAT invoice statement. In addition, a monthly statement of account must be presented. This is a condition precedent and failure to follow this procedure may result in refusal of and/or delays to payment.
9.1.2 Payment shall not operate as a waiver of any rights of the Purchaser under the Order or otherwise. The retention element in any calculation of value shall only fall due at the end of any retention period stated in this Order.
9.1.3 Unless otherwise stated in the Order all payments hereunder shall be made in Sterling. The Purchaser reserves the right to make payments by BACS.
9.1.4 Unless otherwise stated in the Order, the rates and prices stated in the Order are deemed to be sufficient to cover all the Supplier's obligations whether express or implied, and without prejudice to the generality of the foregoing, where the Work or any part thereof is to be performed otherwise than at the Supplier's premises, then it shall be deemed to have satisfied itself as to all local conditions, requirements or difficulties or any other factors which may in any way affect the performance of the Work.
9.1.5 The Purchaser on behalf of itself and its Employer reserves the right to audit the Supplier's charges, and both Purchaser and Employer shall for a period of two years from the date of completion or delivery of the Work or from the expiration of the Employer's audit rights if any under its contract with the Purchaser, if later, have free access to any detailed cost data necessary for the purpose of such audit and shall be entitled to confidential copies of such data and supporting documents and information.
9.1.6 The Purchaser shall have the right to set off against any sum due to the Supplier, howsoever arising, at any time any claim, damage, loss, expense or other liability or cost which it may have or sustain under this or any other contract between the Purchaser or the Supplier or any associated company to the Supplier and shall likewise be entitled to deduct, or recovery as a debt, any such sum in respect of any claim, damage, loss, expense or other liability or cost sustained by any associated company of the Purchaser against the Supplier or any associated company of the Supplier.
9.1.7 If the Supplier, or any other third party upon whom the Purchaser is dependant (directly or indirectly) for payment is insolvent (as defined in Section 113 of the Housing Grants, Construction and Regeneration Act 1996 (as amended) or the Insolvency Act 1986 as amended), the Purchaser shall not be obliged to make any further payment to the Supplier.
9.1.8 A retention sum of 5% will be withheld from all payments without obligation to invest. Subject to compliance by the Supplier with the terms of this Order, one moiety of the retention sum may be released after the end of the first calendar month following completion of Performance and supply of the whole of the Work and the second moiety after the end of the first calendar month following the end of the maintenance period agreed (if no maintenance period is agreed that shall be [**24 months**] from completion of Performance and supply of the Work.

9.2 The provisions of this clause are only applicable to any Order, or part of order, which is not a Construction Contract:-
9.2.1 Unless otherwise specified in the Order, the payment date for any payments for which the Purchaser is liable shall be 60 days after the end of the month following the month in which the Supplier's true and correct invoice was duly received at the Purchaser's invoicing address. For the avoidance of doubt, In the event that the supply of the Work directly involves the Purchaser with an Employer, the Purchaser undertakes to use its best endeavours to obtain payment from the Employer, but the Purchaser shall have no liability to make any payment to the Supplier unless and until such time as the Employer makes a corresponding payment to the Purchaser.

9.3 The provisions of this clause are only applicable to any Order which is a Construction Contract:-

9.3.1 Provisional interim payments shall be made by reference to calendar monthly instalments up to the point of completion of Performance and Delivery of the Work.
9.3.2 The due date for each payment shall be seven days after the end of each calendar month.
9.3.3 The Supplier shall as a condition of payment in connection with this Order present an accurately detailed and legible application with full proper and satisfactory supporting documentation in respect of each payment to enable the Purchaser to calculate the amount properly due at least 7 days in advance of the last working day of each calendar month. Late and invalid applications will be void and the sum due will be deemed to be £nil.
9.3.4 The Purchaser may give a payment notice to the Supplier not later than 5 days after the due date stating the sum considered due at the payment due date and the basis of calculation.
9.3.5 If the Purchaser wishes to pay less than the amount stated in the payment notice, it must give a pay less notice to the Supplier, not less than one day before the final date for payment, specifying the amount it considers to be due, deductions to be made and reasons for deductions.
9.3.6 The final date for payment in respect of any amount under this Order shall be 60 days after the due date.

9.4 At the end of the maintenance period the Purchaser shall review and effect a re-measure of the Works and Price and issue a Final Account. The due date shall be the date of issue of that Purchasers Final Account. If such Final Account shows any further sum due to or from the Supplier then the final date for payment shall 60 days from the due date. The paying party may give payment notice no later than 5 days after the due date, stating the sum considered due at the payment due date and the basis of calculation. If the paying party wishes to pay less than the amount stated in the payment notice, it must give a pay less notice, not less than one day before the final date for payment, specifying the amount it considers to be due, deductions to be made and reasons for deductions.

10. **COMPLETION AND DELIVERY**
10.1 Time of performance, delivery and completion shall be of the essence.
10.2 The Performance and delivery of the Work shall be completed by the date specified in the Order or as varied by any Order Amendments. Further, the Supplier shall work to any programme the Purchaser may issue from time to time or to any revision thereof. The Supplier will proceed with the Work regularly and diligently.
10.3 Delivery of the Work shall be within normal working hours, being 8am -4.15pm Monday to Thursday and 8am-12pm on Friday (excluding Bank Holidays).
10.4 If the Supplier shall fail to commence Performance on the starting date or if the Purchaser considers that the Supplier may not be able to complete the supply of the Work by any due date or if the Supplier shall fail to do so then in either event the Purchaser may terminate this Order or any part thereof.
10.5 Delivery of the Work shall be affected in the manner and at the time or times specified by the Purchaser, and if the Work is not delivered accordingly, then the Supplier shall be fully responsible for any additional expenses arising therefrom. In any event, unless otherwise provided in writing by the Purchaser, the Supplier shall be responsible for delivery (including packaging and loading) to the site designated by the Purchaser.
10.6 The Supplier shall immediately report any delay or anticipated delay whatsoever and its cause and shall keep the Purchaser fully informed with dates of anticipated actual delivery and shall use its best endeavours (without reduction in any event in its contractual liability and damages or otherwise) to eliminate such cause or causes of delay. The Supplier shall provide at its own expense such barcharts, suggested programmes and progress data as the Purchaser shall deem necessary from time to time.
10.7 The maintenance period shall be 24 months from completion of the Works. During the maintenance period any faults, shrinkages or other problems whatsoever which may arise shall be rectified promptly and entirely by the Supplier at its cost.
10.8 Any part of the Work ready for delivery before the Purchaser requires delivery shall be stored by Supplier at its own risk and expense.

11. **TITLE AND RISK AND PROPERTY**
11.1 Title in the Work shall pass from Supplier to Purchaser on the sooner of the creation of the relevant goods or allocation from stock or acquisition by the Supplier. Notwithstanding the passing of title, the risk in such goods shall remain with Supplier until delivery or until acceptance of the Work by Purchaser in accordance with the provisions of the Order whichever shall be later.
11.2 All materials or equipment forming part of the Work in which title has passed shall be dearly marked by the Supplier as the Purchaser's property and shall be stored separately from the Supplier's property. Where the Work consists of more than one item of goods, then each separate item must be tagged and indelibly marked with the Purchaser's Order number, and the contract number. Where appropriate individual pieces shall have erection marks clearly painted on either in a durable form or in such other ways as the Purchaser shall indicate.
11.3 All items shall be carefully packed and protected to protect against damage in transit in such a way as to facilitate rational off-loading, and all costs of packing, tagging, marking, etc. are at the expense of the Supplier, and no packaging is returnable unless otherwise agreed by the Purchaser in writing signed by authorised signatory at or prior to the date of the Order.
11.4 The Supplier agrees to waive any right to exercise a lien upon the Work or upon any materials, component parts, work in progress, relevant drawings, including as built drawings, operating instructions, maintenance manuals, mill certificates, fabrication reports, test certificates and the like and acknowledges that its sole remedy in the event of any breach by the Purchaser of its obligations under the Order is to seek financial relief through the courts. As and when required by the Purchaser, the Supplier shall give a certificate of waiver of lien, and of any other rights over the Work or to any injunctive or performance remedies to Purchaser or to any third party nominated by Purchaser
11.5 The Supplier shall be responsible and account for all material issued free, whether directly or indirectly by the Purchaser or Employer. The Supplier must keep detailed records of all receipts and issues and provide a detailed reconciliation to the Purchaser when requested. Scrap and wastage of materials must also be accounted for. Free issue materials shall at all times be and remain the property of the Purchaser or Employer as the case may be but the Supplier shall maintain an adequate policy of insurance in respect of the excess amount not covered by the insurances required under the Contract for such material and shall produce evidence of cover as and when reasonably required to do so.

12. **INSPECTION AND TESTING AND MAKING GOOD DEFECTS**
12.1 The Purchaser, Employer and their representatives shall at all reasonable times be granted access to any premises (including those of the Supplier's sub-contractors) and be allowed to inspect and test the work at any time prior to acceptance of delivery whichever shall be the later.
12.2 The Purchaser or its representative shall have full power to reject any Work that is considered to be defective or inferior in quality of material, workmanship or design and/or not in accordance with the Order in any respect. Any Work so rejected shall immediately be replaced or corrected as required by the Purchaser or its representative at the Supplier's expense. The Supplier shall then re-submit that re-performed work for re-inspection and re-testing.
12.3 The Supplier shall make available at its own expense all tools, instruments, apparatus, facilities, services and materials necessary for carrying out tests on the Work (or on the Purchaser's request, confirmatory re-tests) as may be required by the Purchaser, and when requested the Work shall be completely assembled for such tests and at the Purchaser's opinion shall be dismantled for inspection before despatch.
12.4 Where reasonably practical not less than 14 days' notice shall be given to Purchaser that the Work or any part thereof is ready for inspection and/or testing.
12.5 Neither inspection, testing nor acceptance of any Work nor any waiver of any rights in respect thereof by Purchaser nor its representative shall release the Supplier in any respect from any of its obligations under the order or otherwise including without limitation its responsibility for any defects subsequently found in materials and/or workmanship.
12.6 The Supplier shall supply at its own expense certificates of analysis, tests, inspection or origin as may be required by the Purchaser or by law which shall in any event be delivered to the Purchaser not later than the Work to which they relate.
12.7 Without prejudice to the operation to the other provisions of this Order, where defects appear in the Work at any time resulting from a breach of this Order then the Purchaser may at its discretion require the Supplier at its own expense to make good by repair or replacement such defects or to pay the cost of replacement or repair by others. The Purchaser may also recover from the Supplier any reasonably foreseeable consequential costs arising from defect as the Purchaser shall think fit and in either event making good of defects shall not prejudice any other rights or remedies to which the Purchaser is or shall become entitled to pursuant to this Order.
12.8 All goods should be covered by product warranty allowing for repair or replacement of goods.
12.9 For the avoidance of doubt the Purchaser is entitled to the full benefit of all terms ordinarily implied by law whether by statute, trade, custom or usage or other course of dealings between the Purchaser and the Supplier and/or their related or associated companies. This includes without prejudice to the generality of the foregoing any implied terms as to satisfaction, merchantability, fitness for purpose, quality, title, correspondence with description and/or sample.

13. **INDEMNITIES**
13.1 The Supplier shall indemnify and save harmless the Purchaser and its Employer (and the Employer is hereby granted rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this clause 13.1) severally against and from any actions, liabilities, claims, demands, proceedings, losses, damages, expenses, costs, fees, charges, and consequential loss and damages, whatsoever or howsoever arising out of or in connection with any and all of the following:-
13.1.1 The breach of any provision of this Order.
13.1.2 Any act or omissions of the Supplier, its servants or agents, which involves the Purchaser in any liability to its Employer whether pursuant to or arising out of or in connection with the Purchaser's contractual relationship with its Employer or otherwise.
13.1.3 Injury, loss or damage to persons or property contributed to or caused by the negligence or breach of duty of the Supplier, its servants or agents, or otherwise arising out of or in the cause of or caused by the acts, omissions or defaults of the Supplier, its servants or agents pursuant to the Order (save where the injury, loss or damage is caused solely by the negligent act or omission of the Purchaser).
13.1.4 All third party allegations, liens, claims, arrestments, garnishees, executions, judgments and awards (including expenses) whether groundless or not which may arise out of or in connection with this Order.
13.2 The Supplier shall maintain insurance cover against such liabilities as are referred to at Clause 13.1 and shall provide to the Purchaser on demand valid certificates of insurance in respect thereof. The insurance held must include employers, public and products indemnity and, where any design is carried out, professional indemnity insurance, of at least £5million each and every claim, unless an alternative minimum requirement is set out in the Purchase Order.
13.3 Pursuant to Clause 13.1, the Supplier shall at the Purchaser's request furnish proofs satisfactory to the Purchaser that all such liens and claims, judgments and awards etc, have been satisfied or released and further agrees that the Purchaser shall have the right to make payment direct to such third party and recover such payments from the Supplier as a contract debt.
13.4 The Purchaser can recover any sums due to it by virtue of these indemnities as a debt, at any time.
13.5 The Purchaser agrees to provide, within 14 days, any warranty of performance of this Order as requested by the Purchaser.

14. **TERMINATION**
14.1 The Purchaser shall be entitled at any time to terminate the Order in whole or in part by serving notice in writing upon the Supplier to that effect and thereon the Supplier shall cease all performance, unless to the extent otherwise provided by the Purchaser in the notice of termination. In the event of such termination, the Purchaser shall fully discharge all liabilities to the Supplier by making payment pursuant to the terms hereof within a reasonable period of time for all Work satisfactorily performed up to the date of termination. In the event of payment being made for goods and materials, then title therein shall pass forthwith to the Purchaser.
14.2 Under no circumstances shall the payment thereunder exceed the Price and the Purchaser shall have no liability for any claim for loss of profit or opportunity or any other such claim by the Supplier.
14.3 For the avoidance of doubt no termination shall adversely affect the operation of any clause of the Order giving rights to the Purchaser
14.4 In the event of termination the Purchaser shall be entitled to enter the Supplier's premises or any place where the Work is situated in whole or in part and take possession of the whole or any part of the Work and remove the same, and title thereto (insofar as the same shall not already be vested in Purchaser) shall forthwith vest in the Purchaser and conversely the Purchaser shall be entitled to repudiate title in or otherwise reject any goods which it does not require.

15. **DATA PROTECTION**
15.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
15.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Purchaser is the controller and the Supplier is the processor.
15.3 Without prejudice to the generality of clause 15.1, the Purchaser will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract.
15.4 Without prejudice to the generality of clause 15.1, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under these Conditions:
15.4.1 process that personal data only on the documented written instructions of the Purchaser which shall be to process the Supplier Personal Data for the purposes set out in the Purchase Order, unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on the laws of a member of the European Union or European Union Law as the basis for processing personal data, the Supplier shall promptly notify the Purchaser of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Purchaser;
15.4.2 ensure that it has in place appropriate technical and organisational measures, 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);
15.4.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
(a) not transfer any personal data outside of the United Kingdom unless the prior written consent of the Purchaser has been obtained and the following conditions are fulfilled: (a) the Purchaser 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 the Purchaser with respect to the processing of the personal data.
15.4.4 assist the Purchaser, at the Purchaser'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;
15.4.5 notify the Purchaser on becoming aware of a personal data breach;
15.4.6 at the written direction of the Purchaser, delete or return personal data and copies thereof to the Purchaser on termination of the Contract unless required by Applicable Law to store the personal data; and
15.4.7 maintain complete and accurate records and information to demonstrate its compliance with clause 15.
15.5 The Supplier will process any personal data in accordance with its privacy policy which can be found at. https://www.daikinapplied.uk/data-protection-policy/

16. **COMPLIANCE**
16.1 Each party shall maintain its own policy to comply with all Applicable Laws relating to anti-bribery and anti-corruption practices, including the Bribery Act 2010.
16.2 Each party shall comply with all Applicable Laws relating to anti-slavery and human trafficking, including but not limited to the Modern Slavery Act 2015. The Supplier shall 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 were carried out in the UK.
16.3 Each party shall treat as confidential any Confidential Information which either party has obtained or later obtains from the other party in connection with the Order and shall not disclose any such information to anyone other than as required and necessary to carry out the its obligations under the Contract or in order to seek professional advice in relation to the its rights or obligations under the Contract or as otherwise required by law, without the other party's prior written consent.
16.4 The Supplier shall, and shall procure that, all employees of the Supplier and of their supply chain (including staff and operatives) engaged in the performance of this Purchase order in London and the rest of the United Kingdom is paid an hourly wage not less than the Real Living Wage, and give all necessary assistance to the Purchaser to assess compliance with this clause.