

Terms and Conditions for the Purchase of Goods and/or Services

1. INTERPRETATION

1.1 In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 16.10.

Confidential Information: has the meaning set out in clause 12.1.

Contract: the contract between ghd and the Supplier for the supply of Goods and/or Services in accordance with these Conditions and the Order.

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 any other applicable data protection or data privacy laws.

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Delivery Date: the date on which the Goods, or an instalment of the Goods (if relevant), is due to be delivered to ghd, as determined in accordance with clause 4.2(a).

Delivery Location: has the meaning set out in clause 4.2(b).

Developed Materials: has the meaning set out in clause 10.2.

Disclosing Party: has the meaning set out in clause 12.1.

Existing Materials: has the meaning set out in clause 10.2.

ghd: means the England and Wales incorporated ghd entity raising the Order, typically either (i) Jemella Limited registered in England and Wales with company number 4115691 and its registered office at 82 Dean Street, London, United Kingdom W1D 3SP; or (ii) Jemella Group Limited registered in England and Wales with company number 04756233 and its registered office at 82 Dean Street, London, United Kingdom, W1D 3SP.

ghd Materials: has the meaning set out in clause 6.1(c).

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by ghd and the Supplier.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: ghd's order for the supply of Goods and/or Services, as set out in ghd's purchase order form, or in ghd's written acceptance of the Supplier's quotation, proposal or similar, or overleaf, as the case may be.

Receiving Party: has the meaning set out in clause 12.1.

Services: the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.

Service Specification: the description, specification, scope of work and/or proposal for Services agreed in writing by ghd and the Supplier.

Supplier: the person or firm from whom ghd purchases the Goods and/or Services.

1.2 In these Conditions, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (e) a reference to **writing** or **written** includes e-mails, unless specified otherwise; and
- (f) Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures are as defined in the UK GDPR.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by ghd to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

2.2 The Order shall be deemed to be accepted on the earlier of:

- (a) the Supplier issuing written acceptance of the Order; or

(b) any act by the Supplier consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 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.

2.5 In the event of any conflict or inconsistency between these Conditions and the Order, the Conditions shall prevail unless explicitly stated otherwise in the Conditions.

3. SUPPLY OF GOODS

3.1 The Supplier shall ensure that the Goods shall:

- (a) correspond with their description and any applicable Goods Specification;
- (b) 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 ghd, expressly or by implication, and in this respect ghd relies on the Supplier's skill and judgement;
- (c) be free from defects in design, materials and workmanship and remain so for 36 months (or such other period specified in the Order) after delivery; and
- (d) comply with all applicable statutory and regulatory requirements including those relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2 ghd shall have the right to inspect and test the Goods at any time before delivery.

3.3 If following such inspection or testing ghd considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, ghd shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.4 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and ghd shall have the right to 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:

- (a) without prejudice to the Supplier's undertakings set out in clause 3.1, the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- (b) 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; and
- (c) if the Supplier requires ghd to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. ghd's return of such packaging material shall be solely at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods:

- (a) on the date or, if delivering by instalments, dates specified in the Order or, if no such date is specified, then within 14 days of the date of acceptance of the Order;
- (b) to the location set out in the Order or such other location reasonably requested by ghd before delivery (**Delivery Location**);
- (c) during ghd's normal hours of business on a Business Day, or as instructed by ghd.

4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location, or as otherwise specified in the Order (for example, via reference to an Incoterm 2010 or 2020).

4.4 If the Supplier:

- (a) delivers less than 95 per cent of the quantity of Goods ordered, ghd may reject the Goods; or
- (b) delivers more than 105 per cent of the quantity of Goods ordered, ghd may at its sole discretion reject the entire quantity of the Goods delivered or the excess Goods only,

and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and ghd accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

4.5 The Supplier shall not deliver the Goods in instalments without ghd'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 ghd to the remedies set out in clause 7.1 and, in the case of late deliveries, clause 7.2.

4.6 Risk in the Goods shall pass to ghd on completion of delivery.

4.7 Title in the Goods shall pass to ghd on the earlier of delivery of the Goods and ghd's payment for the Goods.

5. SUPPLY OF SERVICES

5.1 The Supplier shall from the Commencement Date and for the duration of the Contract provide the Services to ghd 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 notified to the Supplier by ghd.

5.3 In providing the Services, the Supplier shall:

- (a) co-operate with ghd in all matters relating to the Services, and comply with all reasonable instructions of ghd;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) 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;
- (d) ensure that the Services and Deliverables conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by ghd;
- (e) provide all equipment, tools and such other items as are required to provide the Services;
- (f) 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 ghd, will be free from defects in workmanship, installation and design;
- (g) meet or exceed all service levels set out in the Order (if any).

5.4 The Supplier acknowledges that ghd may rely or act on the Services.

6. SUPPLIER OBLIGATIONS

6.1 In performing its obligations and exercising its rights under the Contract, the Supplier shall, and procures that its staff, agents, and subcontractors (as appropriate) shall:

- (a) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations and with the latest Wella WeCare Code of Conduct (English language version) as set out at <https://www.wellacompany.com/supplier/terms-and-conditions-code-conduct> from time to time;
- (b) when attending ghd's premises, observe all health and safety rules and regulations and any other security requirements that apply at any of ghd's premises;
- (c) hold all materials, equipment and tools, drawings, specifications and data supplied by ghd to the Supplier (**ghd Materials**) in safe custody at its own risk, maintain ghd Materials in good condition until returned to ghd, and not dispose or use ghd Materials other than in accordance with ghd's written instructions or authorisation; and
- (d) not do or omit to do anything which may cause ghd to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business.

7. GHD REMEDIES

7.1 If the Supplier fails to deliver the Goods (or an instalment of the Goods, if relevant) by the relevant Delivery Date and/or perform the Services, or part of the Services, by the applicable dates referred to in clause 5.2, ghd shall, without limiting its other rights or remedies, have one or more of the following rights:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- (c) to recover from the Supplier any costs incurred by ghd in obtaining substitute goods and/or services from a third party;
- (d) where ghd has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and
- (e) to claim damages for any additional costs, loss or expenses incurred by ghd which are in any way attributable to the Supplier's failure to meet such dates.

7.2 Without prejudice to its other rights and remedies in the Contract or at law, if the Goods, or an instalment of the Goods (if relevant), are not delivered by the relevant Delivery Date, ghd may, at its option, claim or deduct 5 per cent of the total price of the entirety of the Goods (which shall include all instalments under the Order) for each week's delay in delivery by way of liquidated damages. The maximum amount of liquidated damages ghd is entitled to under the Contract is 25 per cent of the total price of the Goods (which shall include all instalments under the Order). For the purposes of this clause 7.2, the price of the Goods shall be determined in accordance with clause 9.

7.3 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting its other rights or remedies, ghd shall have one or more of the following rights, whether or not it has accepted the Goods:

- (a) 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;
- (b) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (c) 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);
- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by ghd in obtaining substitute goods from a third party; and

(f) to claim damages for any additional costs, loss or expenses incurred by ghd arising from the Supplier's failure to supply Goods in accordance with clause 3.1.

7.4 If the Supplier has supplied Services that do not comply with the requirements of clause 5.3 or clause 6.1 then, without limiting or affecting other rights or remedies available to it, ghd shall have one or more of the following rights and remedies:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to return the Deliverables to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
- (d) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by ghd in obtaining substitute services or deliverables from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by ghd arising from the Supplier's failure to comply with clause 5.3 or clause 6.1.

7.5 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

7.6 ghd's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

8. CUSTOMER'S OBLIGATIONS

8.1 ghd shall:

- (a) provide the Supplier with reasonable access at reasonable times to ghd's premises to the extent required in order to enable the Supplier to provide the Services;
- (b) provide such information as the Supplier may reasonably request, to the extent such information is required to enable the Supplier to provide the Services.

9. CHARGES AND PAYMENT

9.1 The price for the Goods:

- (a) shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and
- (b) shall be inclusive of the costs of packaging, insurance, and carriage of the Goods, unless otherwise agreed in writing by ghd including via the Order. No extra charges shall be effective unless agreed in writing and signed by ghd.

9.2 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 ghd, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

9.3 Unless otherwise agreed in an Order, in respect of Goods, the Supplier shall invoice ghd on or at any time after completion of delivery and, in respect of Services, the Supplier shall invoice ghd on completion of the Services. Each invoice shall include such supporting information required by ghd to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

9.4 In consideration of the supply of Goods and/or Services by the Supplier, ghd shall pay, to a bank account nominated in writing by the Supplier, the properly invoiced amounts within the timeframe set out in the Order or, if no timeframe is specified, within 120 days of receipt of the correctly rendered invoice.

9.5 All amounts payable by ghd under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to ghd, ghd 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 and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

9.6 If ghd fails to pay any amount properly due and payable by it under the Contract within 60 days following the relevant due date for payment, the Supplier shall have the right to charge interest on the overdue amount at the rate of 2% per cent per annum above the base rate for the time being of Bank of England accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment provided that the Supplier first gives at least fourteen (14) days prior written notice of its intention to charge interest, and provided further that payment remains outstanding at the end of such notice period. This clause shall not apply to payments that ghd disputes in good faith.

9.7 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 ghd to inspect such records at all reasonable times on request.

9.8 ghd may, without limiting its other rights or remedies and without notice, set off any amount owing to it by the Supplier or a member of the Supplier's group against any amount payable by ghd to the Supplier, in each case whether under the Contract or otherwise.

9.9 All amounts due from the Supplier under or in connection with the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 In respect of the Goods and any goods that are transferred to ghd as part of the Services under this Contract, including without limitation the Deliverables, the Supplier warrants that it has full, clear and unencumbered title to all such items, and

that at the date of delivery of such items to ghd, it will have full and unrestricted rights to sell and transfer all such items to ghd.

- 10.2 Subject to the rights of the Supplier and/or any third party licensor in respect of any pre-existing materials which are used by the Supplier in order to provide the Services (**Existing Materials**), ghd shall be entitled to all Intellectual Property Rights in the Deliverables and other materials arising out of the provision of the Services (**Developed Materials**), and the Supplier hereby irrevocably, unconditionally and absolutely assigns to ghd, with full title guarantee, and without restriction, all right, title and interest in and to all existing and future Intellectual Property Rights (including future copyright and design right) subsisting in or relating to all Developed Materials whether created, developed or produced before, on or after the Commencement Date, in all countries and with the right to sue for damages and other relief for past infringement of any of those Intellectual Property Rights. For the avoidance of doubt, the assignment under this clause 10.2 shall take effect from the date on which the relevant Developed Material was or is created, developed or produced.
- 10.3 The Supplier shall procure that, where relevant, all moral rights in respect of the Developed Materials are waived by the relevant third parties and at the request and reasonable expense of ghd, the Supplier shall do and/or shall procure that its consultants, employees, agents, contractors and sub-contractors shall do all such things and sign all such documents or instruments necessary in the opinion of ghd to enable ghd to obtain, defend and enforce its rights in the Developed Materials.
- 10.4 The Supplier grants to ghd a perpetual, irrevocable, non-exclusive, world-wide and royalty-free licence to use any Existing Materials incorporated in any Developed Materials to such extent as is necessary to enable ghd to make use of the Developed Materials.
- 10.5 ghd grants to the Supplier a non-exclusive, revocable, royalty free licence to use ghd Materials and the Developed Materials to the extent necessary to perform its obligations under the Contract.
- 10.6 The Supplier acknowledges and agrees that all rights in the ghd Materials are and shall remain the exclusive property of ghd or its licensors (as appropriate).

11. INDEMNITY AND INSURANCE

- 11.1 The Supplier shall indemnify ghd against all liabilities, costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, fines, legal and other professional fees and expenses awarded against or incurred or paid by ghd as a result of or in connection with:
- any claim made against ghd by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods;
 - any claim made against ghd by a third party arising out of, or in connection with, the supply of the Goods or Services; and
 - any claim made against ghd 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 ghd Materials).
- 11.2 For the duration of the Contract and for a period of 12 months thereafter, 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, on ghd's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 11.3 This clause 11 shall survive termination of the Contract.

12. CONFIDENTIALITY

- 12.1 A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by or on behalf of the other party (**Disclosing Party**) and any other confidential information concerning the Disclosing Party's (or a member of its group's) business or its products or its services which the Receiving Party may obtain (**Confidential Information**). The Receiving Party may disclose the Disclosing Party's Confidential Information: a) to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party; b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and c) where ghd is the Receiving Party, to its professional advisors or consultants who are engaged to advise ghd or any member of its group.
- 12.2 Save as explicitly set out in clause 12.1, the Receiving Party shall not use the Disclosing Party's Confidential Information for any purpose other than to perform its obligations under the Contract.
- 12.3 This clause 12 shall survive termination of the Contract.

13. TERMINATION

- 13.1 Without limiting its other rights or remedies, ghd may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- the Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing of the breach;
 - the Supplier 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;

- the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business;
 - the Supplier'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; or
 - the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 13.2 Without limiting its other rights or remedies, ghd may terminate the Contract:
- in respect of the supply of Services, by giving the Supplier 30 days' written notice, or such other notice period specified in the Order; and
 - in respect of the supply of Goods, with immediate effect by giving written notice to the Supplier.
- 13.3 If ghd terminates the Contract in accordance with clause 13.2, it shall reimburse the Supplier its costs reasonably and demonstrably incurred in relation to any work in progress at the date of termination. Such reimbursement shall not include loss of anticipated profits or any consequential loss. ghd's obligation to reimburse under this clause 13.3 shall be subject to:
- the Supplier's compliance with clause 14.1;
 - the Supplier mitigating its cost associated with the relevant work in progress, which shall include using reasonable endeavours to find a third-party buyer for the work in progress and/or the finished product that the work in progress will become; and
 - the Supplier being able to evidence, to ghd's reasonable satisfaction, that the cost has been reasonably incurred.
- 13.4 Where both Goods and Services are supplied, ghd may terminate part of the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.

14. CONSEQUENCES OF TERMINATION

- 14.1 On termination of the Contract or any part of it for any reason:
- where the Services are terminated, the Supplier shall immediately deliver to ghd all Deliverables, whether or not then complete, and return all ghd Materials. If the Supplier fails to do so, then ghd may without limiting its other rights or remedies 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;
 - the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and
 - clauses which expressly or by implication have effect or continue in effect after termination shall continue in full force and effect.

15. DATA PROTECTION

- 15.1 The Supplier will comply with all applicable requirements of the Data Protection Legislation.
- 15.2 The parties acknowledge that they will each process Personal Data relating to each other's employees responsible for administering the Contract. This is likely to include names, email addresses, and other contact details. The parties agree that they each process such Personal Data as independent Controllers and each party shall only process such Personal Data for reasons related to the performance of the Contract and managing the relationship with the other party.
- 15.3 To the extent that the Supplier processes any Personal Data on behalf of ghd under or in connection with the Contract, the Supplier shall:
- process that Personal Data only on the documented written instructions of ghd, unless the Supplier is required by applicable law to otherwise process that Personal Data. Where the Supplier is relying on applicable law as the basis for processing Personal Data, the Supplier shall promptly notify ghd this before performing the processing required by the applicable law unless the applicable law prohibits the Supplier from so notifying ghd;
 - ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - not transfer any Personal Data outside of the UK unless the prior written consent of ghd has been obtained;
 - assist ghd, at ghd'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;
 - notify ghd immediately on becoming aware of a Personal Data Breach;
 - at the written direction of ghd, delete or return Personal Data and copies thereof to ghd on termination of the Contract unless required by applicable law to store the Personal Data; and
 - maintain complete and accurate records and information to demonstrate its compliance with this clause 15 and allow for audits by ghd or ghd's designated auditor and immediately inform ghd if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.
- 15.4 The Supplier shall not appoint a third party processor of Personal Data in connection with the Contract without the prior specific written approval of ghd. Without prejudice to the foregoing, the Supplier confirms that it has entered (or will enter, as the case may be) with any third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 15. As between ghd and

the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 15.4.

- 15.5 The Supplier shall ensure that at all times it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of any ghd data (which shall include Personal Data processed on behalf of ghd by the Supplier) in its or its sub-contractors possession and against accidental loss or destruction of, or damage to, ghd 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.

16. GENERAL

- 16.1 **Force majeure:** Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the Supplier from supplying the Goods and/or Services for more than 4 weeks, ghd shall have the right, without limiting its other rights or remedies, to terminate this Contract with immediate effect by giving written notice to the Supplier.

- 16.2 **Assignment and sub-contracting:** The Supplier shall not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of ghd.

- 16.3 **Entire Agreement:** The Contract constitutes the entire agreement between the parties relating to its subject matter. 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 based on any statement in the Contract.

16.4 Notices:

- (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business.
- (b) Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- (c) For the purposes of this clause, "writing" shall not include e-mails or fax and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail or fax.

16.5 Waiver and cumulative remedies:

- (a) A waiver of any right or remedy under the Contract or by law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent right or remedy. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy under the Contract or by law shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

16.6 Severance:

- (a) If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

- 16.7 **Announcements:** No party shall make, or permit to make, any public announcement concerning the existence, subject matter or terms of the Contract, or the relationship between the parties, without the prior written consent of the other party.

- 16.8 **No partnership:** Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

- 16.9 **Third parties:** A person who is not a party to the Contract shall not have any rights under or in connection with it.

- 16.10 **Variation:** Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the parties or their authorised representatives.

- 16.11 **Governing law and jurisdiction:** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the laws of England and Wales. If the Supplier is incorporated and registered anywhere in either of the United Kingdom and the European Union (in each case as defined as at the Commencement Date), 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. If

the Supplier is incorporated and registered anywhere outside either of the United Kingdom and the European Union (in each case as defined as at the Commencement Date), any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London, UK. The language to be used in the arbitral proceedings shall be English. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the Contract.