

Purchasing Terms and Conditions

CONDITIONS OF BUSINESS

1. DEFINITIONS

1.1 In these Conditions:

"BELBIN" means BELBIN Associates, 3-4 Bennell Court, Comberton, Cambridge CB23 7EN.

UK [493 2224 49] ;

"Consumer" means a consumer within the meaning of S12 of the Unfair Contracts Terms Act 1977;

"the Goods" means the goods supplied to you;

"the Website" means www.belbin.com;

"you/your" means the party placing an order with BELBIN.

2. CONTRACT

2.1 These Conditions apply to all quotations given, orders accepted and contracts entered into by BELBIN with you for the supply of goods ("Agreement"). All other terms and conditions, whether oral or written, expressly stipulated by you or implied by trade custom, course of dealing or otherwise are excluded. No variation to these Conditions will be effective unless agreed in writing by an authorised representative of BELBIN.

3. ORDER

3.1 Orders are not binding on BELBIN until the order is accepted in writing by BELBIN. BELBIN may decline to accept any order.

3.2 You shall be responsible to BELBIN for ensuring the accuracy of the terms of any order, submitted by you, and that the order is submitted within sufficient time to enable BELBIN to perform the Agreement by any deadline.

3.3 The quantity, quality and description of the Goods shall be that set out in your order or as otherwise agreed in writing by BELBIN.

3.4 No order which has been accepted by BELBIN may be cancelled by you except with the agreement in writing of BELBIN and you shall indemnify BELBIN against all losses, costs, damages, charges and expenses incurred by BELBIN as a result of such a cancellation, save that if you are a Consumer you may, within seven working days of the delivery of the Goods, cancel this Agreement and return the Goods to BELBIN at your risk and expense in the same condition as you received them. Any refund payable will be made within 30 days of BELBIN's receipt of the returned Goods.

3.5 Any alteration including without limitation any change of quantity or delivery schedules of the Goods shall be subject to agreement in writing by BELBIN and BELBIN shall be entitled to adjust the price for the Goods accordingly.

4. PRICES AND PAYMENT

4.1 The price of the Goods shall be the price quoted by BELBIN, or, where no quotation has been provided, the price as set out in BELBIN's published price list from time to time.

4.2 All prices quoted are exclusive of VAT, packaging, shipping and handling, which if applicable, shall be charged in addition. Packaging, shipping and handling costs will be shown on the Website if you order on-line.

4.3 Payment is due on acceptance of the order by BELBIN and should be made by cheque to BELBIN, by BACS transfer or by credit or debit card for on-line payments.

4.4 The Goods will not be dispatched to you until payment in full of all sums specified in clauses 4.1 and 4.2 has been received by BELBIN unless otherwise agreed in writing by BELBIN.

Purchasing Terms and Conditions

- 4.5 If you have agreed in writing a credit arrangement with BELBIN, payment shall be made within 30 days of the date of any invoice sent by BELBIN to you. Where payment is not received by the due date BELBIN may, without prejudice to any other right or remedy available to it:
- 4.5.1 charge interest before and after judgment (calculated annually but accruing on a daily basis) on the accrued sum outstanding at the rate of 8% per annum above Barclays Bank plc base rate for the time being and charge you the cost of recovery of all sums due to BELBIN from you. You shall furthermore indemnify BELBIN against all costs and expenses (including reasonable legal costs and fees on a full indemnity basis) incurred or sustained by BELBIN in recovering sums due in each case without prejudice to any other rights and remedies available to BELBIN; and/or
 - 4.5.2 suspend any further deliveries to you; and or
 - 4.5.3 cease to fulfil further orders placed by you until payment in full of the outstanding amount has been received; and/or
 - 4.5.4 recover the Goods; and/or
 - 4.5.5 amend its terms of payment for future delivery of the Goods; and/or
 - 4.5.6 treat this Agreement as repudiated.
- 4.6 If the order is made on the Website, BELBIN shall within 30 days confirm by e-mail the details, description and the prices for the Goods, together with information on the right to cancel if you are a Consumer. Please note that this e-mail is not an order confirmation or order acceptance from BELBIN but is sent to comply with the Consumer Protection (Distance Selling) Regulations 2000.
- 4.7 BELBIN will try and ensure that all prices on the Website are accurate. However, errors may occur. If BELBIN discovers an error in the price of the Goods ordered BELBIN will inform you as soon as possible and give you the option of reconfirming order at the correct price or cancelling it. If BELBIN is not able to contact you, BELBIN will treat the Agreement as cancelled.

5. DELIVERY

- 5.1 BELBIN shall use all reasonable endeavours to supply the Goods to you provided that:-
- 5.1.1 no guarantee to comply with delivery dates is given by BELBIN whether or not specified in an order accepted by BELBIN; and
 - 5.1.2 BELBIN shall not be liable for any loss to you if the delivery of any Goods is delayed or any order is not completed.
- 5.2 Risk in the Goods shall pass to you as soon as the Goods are shipped by BELBIN. Title in the Goods shall remain with BELBIN until all sums due to BELBIN from you in respect of the Goods have been received by BELBIN.
- 5.3 You shall inspect the Goods immediately on delivery. Any shortages or apparent defects of Goods must be notified to BELBIN within 5 working days of delivery and the Goods returned to BELBIN. If you do not give notice within such period the Goods shall be deemed to have been accepted by you.
- 5.4 If BELBIN is satisfied that the defect notified in accordance with Clause 5.1 is not due to damage in transit or due to the actions of you or any third party, it shall refund the price paid for the Goods and any associated shipping costs. BELBIN shall not be liable for any further claims for direct, indirect or consequential damage or loss and its sole obligation shall be the making of such refund.

Purchasing Terms and Conditions

6. WARRANTY

- 6.1 Should any defect in the Goods become apparent within 3 months from the date of delivery which is proved to BELBIN's satisfaction to be the result of defective material or workmanship and not caused by fair wear and tear or accident, BELBIN, subject to Clause 6.2, shall refund the price paid for the Goods and any associated shipping costs.
- 6.2 The warranty in Clause 7.1 shall not apply in respect of:-
 - 6.2.1 defects which would have been reasonably apparent to you on reasonable examination of the Goods on delivery and which have not been notified to BELBIN in accordance with Clause 5.4 hereof; and
 - 6.2.2 defects (not being defects to which Clause 6.2.1 applies) which are not reported to BELBIN within 30 days of the defect becoming apparent.
- 6.3 BELBIN warrants that the Goods will be fit for their intended purpose when under normal use. This warranty does not cover any damage caused to the Goods by any use contrary to any instructions issued by BELBIN concerning the use of the Goods.
- 6.3 BELBIN gives no warranties or representations as to the accuracy, completeness or reliability of any information contained in the Goods.
- 6.4 The above warranties shall be limited to the refund of the sums paid for the Goods in respect of which the defect arises under this Agreement, and shall not apply to any direct or indirect or consequential liability, loss, injury or damage arising through any such defect.

7. LIABILITY

- 7.1 Subject to clauses 5.4 and 6.1, BELBIN gives no warranties and makes no representations in relation to this Agreement, and, to the fullest extent permitted by law, any warranties expressed or implied, statutory or otherwise are hereby excluded.
- 7.2 Under no circumstances shall BELBIN be liable, for breach of contract, breach of statutory duty, in tort (including negligence) or otherwise, for any loss of profit, revenue, savings, goodwill, business or other financial loss of any kind, or for any indirect or consequential loss whatsoever arising out of or in connection with this Agreement.
- 7.3 If in spite of provisions in this Agreement which purport to exclude or limit BELBIN's liability, BELBIN is found liable, then BELBIN's liability, for breach of contract, breach of statutory duty, in tort (including negligence) or otherwise, shall be limited to the sums paid for the Goods in connection with which such liability arises.
- 7.4 Nothing in these Conditions excludes or limits liability for fraud or for death or personal injury caused by BELBIN's negligence.
- 7.5 You shall indemnify and keep indemnified BELBIN against all claims, proceedings, losses (direct or indirect) and expenses in connection with any liability of BELBIN in connection with the Goods including the use, supply or resale (if applicable) of the Goods.
- 7.6 BELBIN shall not be under liability to you in respect of any failure to perform or delay in performing any of its contractual obligations to you attributable to any cause of whatsoever nature beyond BELBIN's reasonable control including without limitation any delays caused by third parties in supplying any services or materials, and no such failure or delay shall be deemed for any purpose to constitute a breach of contract.
- 7.7 If you are a Consumer, your statutory rights are not affected.

Purchasing Terms and Conditions

8. MISCELLANEOUS

- 8.1 You acknowledge that in entering into the Agreement, you have not relied on any written or oral representations made by or on behalf of BELBIN save as set forth in writing and expressly included in this Agreement, provided that nothing in this clause should be construed or limiting liability for fraud. BELBIN shall have no liability for any representation not so reduced to writing and incorporated in this Agreement.
- 8.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or other such address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Notices served by facsimile will be deemed received when sent, subject to issue of a valid transmission slip, or, if served by post, will be deemed received 2 business days after posting
- 8.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of these Conditions and the remainder of the provisions in question shall not be affected thereby.
- 8.4 Nothing in this Agreement is intended to confer any benefit on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise, and no third party shall have the right to enforce any rights under this Agreement, except where otherwise agreed in writing.
- 8.5 BELBIN agrees to store, process and use all information regarding your personal details in accordance with the requirements of applicable Data Protection Law (as defined in Annex 1) and with its privacy policy. The handling of any of your Controller Personal Data (as defined in Annex 1) by BELBIN under or in connection with this Agreement shall be governed by the provisions contained in Annex 1.
- 8.6 This Agreement shall be construed and take effect in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts in respect of any dispute or claim arising out of this Agreement.

Purchasing Terms and Conditions

Annex 1 Data Protection

1. DEFINITIONS

1.1 For the purposes of this Annex 1, the following terms shall bear the meanings set out below:

- 1.1.1 'Affiliate' means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity;
- 1.1.2 'Data Protection Law' means the EU Data Protection Directive 95/46/EC, the Data Protection Act 1998 and any other legislation in force from time to time which implements that Directive, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and any laws that replace or amend any of these (including without limitation the General Data Protection Regulation 2016 (Regulation (EU) 2016/679) (GDPR)), together with the equivalent legislation of any other applicable jurisdiction and all other applicable law, regulations, guidance and codes of conduct in any relevant jurisdiction relating to the processing of personal data and privacy including the guidance and codes of practice issued by the Information Commissioner's Office (ICO), the Article 29 Working Party, the European Data Protection Board or any other relevant supervisory authority from time to time;
- 1.1.3 Controller Personal Data means all Personal Data which is owned, controlled or processed by Controller or any of its Affiliates and which is provided by or on behalf of Controller or any of its Affiliates to the Processor or which comes into the possession of the Processor as a result of or in connection with the supply of the Services;
- 1.1.4 'Controller', 'Processor', 'Data Subject', 'Personal Data' and 'Processing' shall bear the respective meanings given to them in the Data Protection Act 1998 or General Data Protection Regulation 2016 (as applicable) (in each case as may be amended, updated, replaced or superseded from time to time) (and Process and Processes shall be construed accordingly);
- 1.1.5 'Services' means the services provided to you under this Agreement (where applicable);

2. DATA PROTECTION

2.1 Law and Security

- 2.1.1 You and we agree that you are a Controller and that we are a Processor for the purposes of Processing Controller Personal Data pursuant to this Agreement.
- 2.1.2 Taking into account the state of technical development and the nature of Processing, we shall take all measures required pursuant to Article 32 of the GDPR

2.2 Sub-processing and transfer

- 2.2.1 We will not permit any Processing of Controller Personal Data by any agent or subcontractor or other third party ("Sub-Processor") without your prior written authorisation.
- 2.2.2 You agree to the use of Sub-Processors as follows: Smart Media Ltd.

Purchasing Terms and Conditions

2.3 Instructions and Transfer

2.3.1 We shall:

- a) only Process the Controller Personal Data on your documented instructions from time to time; and
- b) subject to paragraph 2.3.2, not transfer, or otherwise directly or indirectly disclose, any Controller Personal Data to countries outside the European Economic Area (EEA) without your prior written consent, except where we are required to transfer the Controller Personal Data by the laws of the member states of the EU or EU law (and shall inform you of that legal requirement before the transfer, unless those laws prevent us from doing so).

2.3.2 We shall be permitted to transfer the Controller Personal Data to countries outside of the EEA to the extent that any one or more of the following applies:

- a) we have in place with the non-EEA receiving entity or Sub-Processor the EU model contractual clauses as set out in Decision 2010/87/EU or any alternative version of those clauses issued by the European Commission or a supervisory authority from time to time;
- b) the transfer is to a non-EEA country that is deemed to have an adequate level of protection from time to time by the European Commission or such other supervisory authority;
- c) to the extent that the transfer is to a group company located outside of the EEA, our group has in place Binding Corporate Rules for the transfer of Personal Data to a non-EEA group company;
- d) there is an approved code of conduct in place by an association or other body representing us or you that applies to the non-EEA territory or territories to which the Controller Personal Data is to be transferred;
- e) there is an approved certification mechanism in place in respect of the non-EEA territory; and
- f) to the extent that the transfer is to an entity located in the United States, such entity participates in the EU-US Privacy Shield or such other mechanism that may replace or supersede it from time to time.

2.4 Personnel

- 2.4.1 We will ensure that access to Controller Personal Data is limited to the our personnel and authorised Sub-Processors who need access to it to supply the Goods/Services (as applicable) and who are subject to an enforceable obligation of confidence with regards to the Controller Personal Data.

Purchasing Terms and Conditions

2.5 Security – Technical and Organisational Measures

- 2.5.1 Taking into account the state of technical development and the nature of Processing, we shall take all measures required pursuant to Article 32 of the GDPR.
- 2.5.2 We shall,
 - a) taking into account the nature of the Processing, assist you (by appropriate technical and organisational measures), insofar as this is possible, in relation to any request from any Data Subject for: access, rectification or erasure of Controller Personal Data, or any objection to Processing;
 - b) notify you without undue delay and in writing if any Controller Personal Data has been disclosed in breach of this paragraph;
 - c) notify you promptly if we become aware of a breach of security of Controller Personal Data, such notices shall include full and complete details relating to such breach;
 - d) provide such assistance (at your cost) as you may reasonably require in relation to:
 - i. the need to undertake a data protection impact assessment in accordance with the Data Protection Law;
 - ii. any approval of the Information Commission or other data protection supervisory authority to any Processing of Controller Personal Data
 - i. on the expiry or termination of this Agreement, at your cost and option either return all of the Controller Personal Data (and copies of it) or securely dispose of the Controller Personal Data except to the extent that any applicable law requires us to store such Controller Personal Data.

2.6 Audit

- 2.6.1 At your cost, and subject at all times to the conditions set out in this paragraph 2.6, we shall allow for an audit (no more than once per annum) by you in order for us to demonstrate our compliance with this paragraph. For the purposes of such audit, upon reasonable notice, we shall make available to you all information that you deem necessary (acting reasonably) to demonstrate our compliance with this paragraph.
- 2.6.2 Our costs in connection with any audit requests will be calculated using the rates set by us from time to time.
- 2.6.3 Any information disclosed to you via the audit is provided strictly for your information only on a confidential basis and may not be shared with any other organisation or third party.
- 2.6.4 In carrying out any audit under this paragraph 2.6 we may require you to cooperate with a request by us for you to sign a non disclosure agreement in connection with any audit undertaken.
- 2.6.5 Any request for an audit must be made in writing to BELBIN on not less than 60 days' notice. Any request shall include details of the scope and duration of your audit request.
- 2.6.6 In our reasonable opinion, to the extent that we believe that any instruction received by us in accordance with this Annex 1 is likely to infringe the Data Protection Law or any other applicable law, we shall promptly inform you and shall be entitled to withhold our permission for such audit and/or provide the relevant Services until you amend your instruction so as not to be infringing.

Purchasing Terms and Conditions

2.7 The personal data and how it is used

- 2.7.1 The details relating to how we collect, use and otherwise process the Controller Personal Data are set out in full in our privacy policy:
www.belbin.com/privacy/privacy-policy.pdf.