

## TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND/OR SERVICES

### 1 DEFINITIONS

1.1 In these terms and conditions (the/these "Conditions") the following words and expressions shall have the following meanings: **Associate** means any company in the PPG group of companies (as defined in section 53(1) of the Companies Act 1989);

**Confidential Information** means all information of whatever nature (including any copies made of that information) however disclosed whether directly or indirectly including, without limitation, any IPR, Documents, ideas, flowcharts, computer programs, specifications, plans, drawings, pricing, marketing, customers, or information relating to market opportunities and business affairs or other information marked as or which by implication is confidential or information of a competitive nature;

**Contract** means the contract for the Goods and/or the Services for the individual transaction set out on the Purchase Order, which incorporates the terms of the Purchase Order and these Conditions;

**Customer** means the company, firm or person (if any) with whom PPG has entered into or is contemplating entering into a contract in the fulfillment of which PPG intends to utilise the Goods or Services; **Documents** means any designs, samples, patterns, drawings or specifications supplied by PPG (or the Customer) to the Supplier in connection with any Contract;

**Goods** mean the goods or raw materials specified in the Purchase Order or in any Documents with a Purchase Order;

**Good Industry Practice** means the exercise by the Supplier of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a prudent operator engaged in the same type of undertaking under the same or similar conditions using the best techniques and procedures available to a high professional standard;

**Incoterms** means the standard trade terms of the International Chamber of Commerce, as varied from time to time;

**IPR** means all intellectual property rights of whatever nature including, but not limited to, all patents, utility models and other rights in inventions; all recipes and formulations; all copyright and database rights; all rights in software; all design right, registered design right and other rights in designs; all trade names and logos and other rights in the nature of trade marks; all goodwill and all equivalent or similar rights arising anywhere in the world, whether registered, unregistered or the subject matter of an application for registration;

**PPG** shall mean the company within the PPG group of companies whose details (including legal name and registered office address) are set out on the Purchase Order;

**Price** means the price specified in the Purchase Order;

**Purchase Order** means PPG's order to the Supplier in whatever written form including but not limited to email and other electronic means for the purchase of the Goods and/or the performance of the Services;

**Services** mean all or any of the services specified in the Purchase Order;

**Supplier** means the company, firm or person whose name and address appears on the Purchaser Order that supplies the Goods and/or performs the Services under any Contract;

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.3 In these Conditions, where reference is made to statutory requirements, laws, applicable regulations or similar relating to the Goods, this includes the requirements in the country where the Goods are to be delivered, and in any specific country that may be additionally specified in the Purchase Order.

### 2 ORDER AND ACCEPTANCE

2.1 The Purchase Order constitutes an offer by PPG to purchase the Goods and/or the Services from the Supplier subject to these Conditions.

2.2 The Purchase Order shall be accepted by the Supplier:

2.2.1 expressly in writing by post, fax, e-mail or electronic means, such acceptance to be received by PPG within two working days of the Supplier's receipt of the Purchase Order; or,

2.2.2 impliedly if written rejection of the Purchase Order is not received in accordance with condition 2.2.1.

2.3 Despatch or delivery of the Goods by the Supplier to PPG and/or performance of the Services shall be deemed conclusive evidence of acceptance of these Conditions.

2.4 Once the Supplier accepts the Purchase Order in accordance with condition 2.2, any Documents referred to in and supplied with the Purchase Order shall become binding upon the Supplier.

2.5 These Conditions comprise the only terms and conditions on which PPG shall do business with the Supplier and shall apply to the Contract to the exclusion of any other terms and conditions proffered by the Supplier or otherwise brought to PPG's notice by the Supplier (whether or not such terms and conditions have been printed on any quotation, estimate or other document, electronically or otherwise given to PPG or subject to which the Purchase Order is accepted or purported to be accepted by the Supplier).

### 3 QUALITY, DESCRIPTION AND INSPECTION

3.1 It is a condition of any Contract that the Goods shall:

3.1.1 conform as to quality and description with the particulars stated in the Purchase Order;

3.1.2 conform as to all statutory requirements and all applicable regulations relating to the Goods;

3.1.3 (save where otherwise stated in the Purchase Order) be of the highest quality of materials and workmanship and of satisfactory quality free from all defects;

3.1.4 conform to the Documentation referred to in the Purchase Order;

3.1.5 be capable of the standard of performance specified in the Purchase Order;

3.1.6 be fit for any purpose for which they are supplied pursuant to the Purchase Order and any purpose held out by the Supplier;

3.1.7 be of the quality, volume, weight or length specified in the Purchase Order;

3.2 It is a condition of any Contract that the Services shall be performed:

3.2.1 in accordance with the specifications or standards of performance set out or referred to in the Purchase Order;

3.2.2 so as to conform with all statutory requirements and all applicable regulations relating to the Services;

3.2.3 in accordance with Good Industry Practice;

3.2.3 by suitably qualified and competent personnel who shall exercise due diligence in the execution thereof.

3.3 All representations, statements or warranties made or given by the Supplier, its servants and agents (whether orally in writing or in any of the Supplier's brochures catalogues and advertisements) regarding the quality and fitness for purpose of the Goods and/or the standard of performance and quality of the Services shall be deemed to be an express condition of the Contract.

3.4 The Supplier shall:

3.4.1 inspect and test all Goods prior to dispatch to ensure that they are in full conformity with the Purchase Order and any specification; and

3.4.2 permit PPG and/or Customers' representatives to inspect the Goods, their components, production lines and premises where the Goods are manufactured or stored at any time prior to dispatch.

3.5 Where following an inspection PPG is reasonably not satisfied that the Goods will comply with the Purchase Order, it may at its sole discretion:

3.5.1 give the Supplier instructions on how to remedy any potential non-compliance, and the Supplier shall comply with such instructions at its own cost within seven days; or

3.5.2 require the Supplier to remedy any potential non-compliance without instructions, and the Supplier shall carry out such remedy at its own cost within seven days; or

3.5.3 cancel the Purchase Order without penalty.

### 4 WARRANTY AND GUARANTEE

4.1 The Supplier hereby warrants that:

4.1.1 it has full and merchantable ownership to the Goods and that they are sold clear of all defects in ownership, liens, taxes and encumbrances;

4.1.2 it has complied with all applicable statutory requirements and all regulations relating to the production, manufacturing, repairing, pricing, transporting and delivery of the Goods in all relevant jurisdictions where such activities have taken place;

4.1.3 it has not given any commissions, payments, kickbacks, gifts of substantial value, excessive entertainment or bribes to any employee of PPG in order to obtain any Purchase Order;

4.1.4 it does not itself, and does not use suppliers who, use child labour, or any other labour which is in breach of the basic principles of the International Labour Organisation

4.2 The Supplier guarantees the Goods against defects in design, materials, equipment and workmanship, for a period of twelve (12) months following acceptance of the Goods by PPG.

4.3 The Supplier shall at the request of PPG (and at PPG's sole discretion) either replace or repair any defective Goods, and take such steps as PPG may require to satisfy PPG that replacement Goods or repaired Goods comply with the requirements of the Contract. The Supplier shall guarantee such replacement or repaired Goods for the period of twelve (12) months from the date of acceptance thereof by PPG.

4.4 The Supplier shall replace or, as the case may be, repair defective Goods within 48 hours of being called upon to do so, provided that if it fails to do so, or notifies PPG that it is unable to do so, PPG may do so itself or authorise others to do the same, or replace the faulty Goods from a third party supplier and, in that event, the Supplier shall reimburse PPG for all costs arising therefrom.

4.5 Any repaired or replacement Goods issued under this guarantee shall be subject to a fresh twelve (12) month guarantee under this condition 4.

4.6 In respect of any Goods which are manufacturing equipment or other equipment, and components thereof, the Supplier guarantees that spare parts and components shall be available for purchase at reasonable market rates for a period of ten (10) years from the date of delivery, and in the event that it cannot make such parts available, it will upon demand promptly provide copies of drawings, patterns and specifications to PPG on a royalty free basis to enable PPG to have such spare parts or components manufactured.

4.7 These guarantees and PPG's remedies hereunder are in addition to such other rights and remedies as may be available to PPG under these Conditions or any Contract or otherwise at law.

### 5 PACKAGING AND LABELLING

5.1 The Supplier shall be responsible for the cost of packaging, loading, carriage and delivery of the Goods, and of any manuals, designs or other documentation relating to them, unless otherwise specifically stipulated by PPG either verbally or as part of the Purchase Order.

5.2 The Goods shall be packaged by the Supplier in a safe and sufficient manner so as to avoid loss or damage to the Goods prior to acceptance by PPG, and the packaging shall comply with all statutory requirements and codes of practice for the time being in force, applicable to packaging of the Goods.

5.3 Unless otherwise agreed in writing by PPG, PPG shall not be obliged to return any packaging materials to the Supplier but shall be at liberty to dispose of or require the Supplier (at the Supplier's cost) to remove and take away packaging from the delivery location and lawfully and properly dispose of the same as it sees fit at the Supplier's expense and risk.

5.4 It is a condition of any Contract that on delivery the Goods are accurately described, classified, packaged, marked and labelled all in strict accordance with statutory and other legal requirements.

5.5 A delivery note containing the number of the Purchase Order; the date of the Purchase Order; the quantity, weight and types of the Goods delivered; PPG's Purchase Order product code for the Goods; and in the case of part delivery, the outstanding balance remaining to be delivered, must accompany each delivery of the Goods and must be displayed prominently.

5.6 Any signature given by any employee or agent of PPG purporting to be a receipt for Goods referred to in a delivery note shall be that person's best estimate only of the identity or quantity of the Goods delivered. PPG reserves all its rights in the event that subsequent investigation reveals that the Goods delivered were not as stated.

### 6 DELIVERY

6.1 The Supplier shall deliver the Goods and/or perform the Services at the delivery point or points specified in the Purchase Order or elsewhere as PPG may direct at the Supplier's expense not earlier than the date and time specified in the Purchase Order. PPG may at its discretion request the Supplier to make delivery outside business hours but unless PPG notifies the Supplier in writing it shall not be obliged to accept deliveries outside of normal business hours.

6.2 All Goods shall be delivered DDP (Delivery Duty Paid) as defined in the most recent edition of Incoterms, to the location specified in the Purchase Order. To the extent that the terms of DDP conflict with these Conditions, these Conditions shall prevail.

6.3 In making delivery the Supplier shall comply fully (and shall procure that its carriers comply fully) with any delivery requirements/procedures at the delivery point or points which have been brought to the Supplier's attention.

6.4 Prior to any delivery of Goods, the Supplier shall obtain a delivery booking-in reference from PPG which will contain a delivery date and time-slot (**Booking-In Reference**). The date and time of delivery for the Goods allocated in such Booking-In Reference shall be of the essence of the Contract. Whenever a time of and/or date for performance of any Services is stated on the Purchase Order the time of and/or date for performance of such Services shall be of the essence of the Contract.

6.5 If the Supplier fails to deliver the Goods and/or perform the Services by the time and/or date specified in the Purchase Order (if any) PPG may without prejudice to its other rights reject the Goods and/or Services and cancel the Contract in accordance with condition 8 hereof. The Supplier shall notify PPG, as soon as it becomes aware of the likelihood that it shall not deliver the Goods and/or perform the Services by the time and/or date specified in the Purchase Order.

6.6 Physical delivery of the Goods to and/or performance of the Services for and acknowledgement or receipt thereof by PPG shall not be deemed to be any acceptance of a variation in the Purchase Order or the Contract.

6.7 **Please note:** PPG shall not be obliged to accept any Goods which are delivered early, which are delivered in excess of the quantity ordered, or which are delivered outside of the allocated Booking-In Reference. The Supplier shall bear its own costs as a result of non-acceptance of any Goods under this condition 6.7. Should PPG (at its sole discretion) agree to accept such a delivery of Goods, delivery shall be deemed to have taken place on the delivery date specified in the Booking-In Reference for the purposes of condition 10.3, or in respect of excess quantities, on the date specified in the next Booking-In Reference that would relate to such quantities under the following Purchase Order. PPG shall be entitled to require removal of any non accepted Goods immediately from its premises at the Supplier's cost.

6.8 If the Goods are to be delivered or the Services performed by instalments, the Contract shall be treated as a single contract and not severable. Failure to deliver one instalment of the Goods and/or Services by the time and/or date specified in the Purchase Order (if any) shall allow PPG, without prejudice to its other rights to reject the Goods and/or Services and cancel the Contract in accordance with condition 8 hereof.

### 7 SELF HELP REMEDIES AND PRODUCT RECALL

7.1 Without prejudice to any other right or remedy which PPG may have, if any Goods and/or Services are not supplied in accordance with, or the Supplier fails to comply with, any of the material terms of the Contract or the provision of these Conditions, (including but not limited to any failure by the Supplier to deliver the Goods and/or perform the Services by any time and/or date set out in any Purchase Order (if any)), PPG shall without prejudice to its other rights be entitled to avail itself of any one or more of the following remedies at its discretion without any liability or obligation to the Supplier, whether or not any part of the Goods and/or Services have been accepted by PPG:

7.1.1 to cancel any Contract (in whole or in part);

7.1.2 to refuse to accept any further deliveries of the Goods and/or performance of the Services;

7.1.3 to reject the Goods and/or Services (in whole or in part) (and in the case of Goods return them to the Supplier at the risk and cost of the Supplier) on the basis that a full refund for the Goods and/or Services shall be paid immediately by the Supplier;

7.1.4 permit the Supplier to replace or reinstate the Goods or re-perform the Services so that they conform to the Contract and to delay payment until the requirements of the Purchase Order have been fulfilled to PPG's reasonable satisfaction;

7.1.5 carry out or have carried out at the Supplier's expense, such work as is necessary for the Goods and/or Services to conform to the Contract and to delay payment until the requirements of the Purchase Order have been fulfilled.

7.2 Goods rejected under this condition shall be removed by the Supplier at the Supplier's expense, within fourteen (14) days of the date of receipt of the notification of rejection. In the event of the Supplier failing to remove the rejected Goods or any of them within such period PPG shall be at liberty to return the same or any of them, at the Supplier's risk, the costs thereof being recoverable from the Supplier.

7.3 In the event that defective Goods have been mixed by PPG with other ingredients to produce a new product which is outside of PPG's own specification for that new product, without prejudice to PPG's other rights under these Conditions, the Supplier shall bear the costs of re-calling the faulty batch of new product, of replacing all ingredients, of re-manufacturing, re-packing and re-distributing a replacement batch for the contaminated batch of new product. In the event that PPG reasonably deems it necessary to carry out a full product recall of any product that it has manufactured using any defective Goods, the Supplier shall promptly lend all reasonable assistance that PPG may require to carry out such recall, and shall bear all of the costs thereof.

### 8 CANCELLATION

8.1 Subject to payment under condition 8.2, PPG shall be entitled to cancel the Contract at any time in whole or in part upon giving to the Supplier written notice of cancellation at any time prior to delivery of the Goods or performance of the Services ("Cancellation Notice") specifying the extent to which the Contract is cancelled and the date upon which such cancellation is to be effective.

8.2 If PPG serves a Cancellation Notice, the Supplier shall be entitled only to be reimbursed for the Price payable for the Goods and/or Services in respect of which a Cancellation Notice has been served less the Supplier's net savings of costs arising from cancellation. The Supplier shall use its best endeavours to mitigate its losses in respect of Goods subject to a cancellation.

8.3 If cancellation arises from the Supplier's late delivery, under the provisions of condition 6 or under the provisions of condition 13.4, then the provisions of condition 8.2 shall not apply. However, PPG shall be free to re-order the Goods/Services (or the balance thereof as the case may be) and the Supplier shall be liable for any extra costs incurred by PPG.

8.4 Cancellation of any Contract or part thereof for whatever cause shall not affect the rights or remedies of either party in respect of any breach of the Contract before cancellation, or in respect of any sum of money owing to or become owing by the other.

## 9 PRICE

9.1 The Price shall be as specified in the Purchase Order and, unless otherwise stated, shall be inclusive (in addition to packaging and freight in accordance with condition 5.1) of insurance charges and any other charges for delivery and any duties, imposts and levies other than VAT which shall be payable by PPG subject to receipt of a VAT invoice in accordance with condition 10.

9.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of PPG.

9.3 PPG shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase set out in the Purchase Order customarily granted by the Supplier.

## 10 PAYMENT

10.1 In consideration of the satisfactory delivery of the Goods and/or performance of the Services, PPG shall pay the Supplier the Price in the manner set out in this condition 10. For the avoidance of doubt, time for payment shall not be of the essence (nor made of the essence by notice).

10.2 The Supplier shall on or at any time after the despatch of the Goods or the performance of the Services or at such other time as the Purchase Order may specify, send an invoice to PPG and each invoice shall quote the number of the Purchase Order; the number of the relevant delivery note; quantity, units and price of the Goods; and PPG's Purchase Order product code for the Goods.

10.3 Unless otherwise stated in the Purchase Order and subject to the other provisions of these Conditions PPG shall pay the Price within 60 days of the end of the month in which the Goods are delivered and/or the Services provided;

10.4 Payment shall not operate to waive or prejudice any of PPG's rights under the Contract or otherwise nor shall it be deemed to signify acceptance of any Goods subsequently found to be defective.

10.5 All payments shall be made in pounds sterling (UK £) unless otherwise specified in the Purchase Order.

10.6 In the event of late payment by PPG after the due date under condition 10.3, subject to the amount being properly due and not in genuine dispute, it shall pay interest on the sum properly due at 3% per annum above the base rate of Lloyds Bank plc from the due date until payment is made.

10.7 PPG or any Associate may set-off against any money due to the Supplier on any account any sum owed by the Supplier to PPG or any Associate and the amount or probable amount (whether precisely quantifiable or not) of any claim asserted by PPG against the Supplier.

## 11 OWNERSHIP

11.1 Without prejudice to any right of rejection accruing to PPG ownership in all components and materials for the Goods and in the Goods themselves shall pass to PPG upon delivery unless payment is made prior to delivery when it shall pass upon payment and where the Price is paid by instalments ownership over such proportion of the Goods as shall be equal to the proportion of the Price paid shall pass to PPG upon payment of the relevant instalment.

11.2 Once ownership has passed to PPG the Supplier shall:

11.2.1 (unless the Goods have been delivered to PPG or as PPG shall direct) store them and procure that they are stored separately from goods and materials belonging to the Supplier or any other person in a manner which makes them readily identifiable as PPG's Goods;

11.2.2 (unless the Goods have been delivered to PPG or as PPG shall direct) make them available for inspection by PPG or its representatives at any reasonable time and comply with all instructions of PPG with regard thereto including allowing PPG to enter upon any land or premises where the Goods may be for the time being to take possession of them; and

11.2.3 irrevocably licence PPG to agree and to sell on the Goods or any part of them in the ordinary course of trade.

## 12 RISK

12.1 Notwithstanding the passing of ownership, risk in the Goods shall not pass to PPG until the Goods have been delivered to the delivery point determined in accordance with condition 6.1 and the Supplier shall insure their Goods to their full value until that time.

12.2 While the Goods are in the possession of the Supplier or its agent and before ownership in the Goods has passed to PPG, the Supplier shall store the Goods in a suitable environment and make good any damage or deterioration.

12.3 The risk in the Goods rejected by PPG under condition 7 shall upon rejection pass to the Supplier.

## 13 FORCE MAJEURE

13.1 If either PPG or the Supplier is prevented from fulfilling the Contract in accordance with its terms by reason of any cause beyond its reasonable control (a **Force Majeure Event**) then, subject to condition 13.3, neither party shall have any liability to the other in respect of the delay or failure to perform the Contract. A Force Majeure Event shall include, but shall not be limited to, war, threat of war, riots, civil commotion, act of God, government, terrorist activities, strikes or other industrial action (other than industrial action limited to the work force of or provided by the Supplier), accident, natural disaster, storm, flood, fire.

13.2 If either party is likely to be affected by a Force Majeure Event it shall give notice in writing to the other without delay.

13.3 The Supplier shall not be entitled to rely upon any Force Majeure Event unless the Supplier can reasonably demonstrate to the reasonable satisfaction of PPG that the cause or delay or failure was not occasioned by the fault or negligence of the Supplier, and that it could not have been remedied at the reasonable expense of the Supplier and that the Supplier has taken reasonable steps to mitigate its effect upon the delivery of the Goods and/or the performance of the Services.

13.4 In the event of PPG's contract with the Customer being cancelled, delayed, interrupted or otherwise restricted by a Force Majeure Event, then PPG shall be at liberty to defer the date of delivery or to cancel or to modify the Contract or any undelivered part thereof without any liability whatsoever being imposed on PPG except in accordance with condition 8.

## 14 ASSIGNMENT AND SUB-CONTRACTING

14.1 PPG may perform any of its obligations or exercise any of its rights hereunder by itself or through any Associate from time to time.

14.2 The Supplier shall not, without the prior written consent of PPG, transfer, assign or sub-contract the Contract to any person whatsoever in whole or in part. It shall be a condition of any such consent by PPG that the Supplier shall:

14.2.1 ensure, and be responsible for, compliance by any sub-contractor with the terms of the Contract;

14.2.2 include, in the sub-contract, provisions consistent with these Conditions, for the benefit of, and enforceable by, PPG;

14.2.3 at PPG's request, furnish PPG with copies of any sub-contract.

14.3 Notwithstanding any consent given to the appointment of a sub-contractor pursuant to this condition, the Supplier shall at all times remain liable to PPG for the complete performance of the Contract and shall be liable for all acts or omissions of any sub-contractor in the performance of the Contract. PPG may at any time withdraw its consent to any particular sub-contracting arrangement.

14.4 Where the Purchase Order constitutes a sub-contract to the Supplier of the whole or part of the Goods/Services comprised in a contract between PPG and the Customer, and PPG has given notice to the Supplier of the fact that the Purchase Order constitutes such a sub-contract and has made available an abstract of the relevant terms and conditions of the contract with the Customer, such terms and conditions as summarised shall be deemed to be incorporated in these Conditions. Insofar as such terms and conditions are inconsistent with the Conditions then, unless PPG notifies the Supplier to the contrary, the terms and conditions of the contract with the Customer shall prevail.

## 15 INSURANCE

15.1 The Supplier shall at all times be adequately insured (but without limiting its obligations and responsibilities under these Conditions or in respect of any Contract), with a reputable insurer, against all insurable liability under the Contract, including without prejudice to the foregoing:

15.1.1 public liability insurance for a minimum amount of cover of £ two (2) million on an each and every claims basis;

15.1.2 products liability insurance for a minimum amount of cover of £ two (2) million on an each and every claims basis;

15.1.3 employers' liability insurance for a minimum amount of cover of £ two (2) million on an each and every claim basis; and

15.2 Where the Supplier is providing professional services, professional indemnity liability insurance for a minimum amount of cover of £ two (2) million.

15.3 The Supplier shall provide all facilities, assistance and advice required by PPG or its insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance, or purported performance of, or failure to perform, the Contract.

15.4 The Supplier shall maintain such insurance whilst any Contract is in force and for a period of twelve (12) months after the Contract and shall do nothing to invalidate such insurance and shall upon reasonable request produce the insurance policy and the current premium receipt upon PPG's request.

## 16 DOCUMENTS AND INTELLECTUAL PROPERTY RIGHTS

16.1 All Documents (together with any modifications, alterations, adaptations or changes to the Documents) made available by PPG to the Supplier in connection with the Contract shall be and remain the property of PPG but shall be at the risk of the Supplier until delivery and acceptance of the Goods, performance and acceptance of the Services or the return of the Documents whichever shall be the later.

16.2 The Supplier shall:

16.2.1 keep the Documents in good order and condition and be responsible for any loss thereof or damage thereto;

16.2.2 use the Documents only for the purpose of the Contract;

16.2.3 return the Documents not required for use "carriage paid", to PPG at PPG's request or, if no request is made, upon completion of the Contract.

16.3 All IPR provided to the Supplier by PPG (whether in the Documents or otherwise) belongs to and shall irrevocably belong to PPG.

16.4 Where under a Contract any IPR is created such IPR belongs to and shall irrevocably belong to PPG or the Customer.

16.5 PPG shall have the sole right to seek patents on any item or idea arising out of the Contract

16.6 The Supplier shall, on completion of the Contract, deliver to PPG all Documents supplied by PPG or documentation prepared by the Supplier in connection with the Contract.

16.7 The Supplier agrees at the request of PPG to execute such formal documentation and/or perform such acts as may be necessary or desirable to record or effect ownership (as set out in this condition 16) of the IPR.

16.8 The Supplier warrants to PPG that:

16.8.1 the supply and use of the Goods and/or the Services does not and will not infringe the IPR of any third party;

16.8.2 to the extent that any Goods to be supplied under the Contract are supplied to detailed designs not originating from, or supplied by, PPG or by a process or method the use of which is not specifically directed by PPG, the use of any such process or method under this Contract, does not and will not infringe the IPR of any third party.

## 17 CONFIDENTIAL INFORMATION

17.1 Subject to the remaining provisions of this condition 17, the Supplier will and will procure that any employees and other third parties (including but not limited to agents, subcontractors, suppliers, consultants and any Associate) to whom it releases such Confidential Information keep the Confidential Information, the terms of these Conditions and any Purchase Order made under these Conditions secret and not disclose to any third party (without prior direction of PPG) the Confidential Information.

17.2 The Supplier will not, and the Supplier will procure that its employees and other third parties (including but not limited to agents, subcontractors, suppliers, consultants and any Associate) will not, save as hereinafter provided, use or disclose any such Confidential Information other than for purposes necessary, wholly and exclusively, for the performance of any Contract.

17.3 The Supplier will only disclose the Confidential Information to such employees and third parties including but not limited to its sub-contractors, suppliers, or consultants:

17.3.1 as may reasonably be required to enable the Supplier to perform its obligations under the Contract; and

17.3.2 to which PPG has consented in writing prior to disclosure.

17.4 Subject to conditions 17.1 and 17.2, the Supplier shall impose the same obligations set out in this condition 17 upon its employees and other third parties (including but not limited to its sub-contractors, suppliers, consultants and any Associate) who may have access to any Confidential Information during the term of its dealings with PPG;

17.5 The provisions of conditions 17.1, 17.2, 17.3 and 17.4 shall not apply to Confidential Information which:

17.5.1 at the time of disclosure is generally available to the public;

17.5.2 the Supplier can show was not acquired directly or indirectly from PPG;

17.5.3 is required to be disclosed by law, regulation or act of any governmental authority or by order of a court (or a body having similar jurisdiction). Where the Supplier is required to disclose such information, it shall promptly notify PPG and consider and agree the scope and timing of the disclosure.

## 18 LIABILITY AND INDEMNITY

18.1 The Supplier will indemnify, keep indemnified and hold harmless PPG against:

18.1.1 all actions, procedure, liabilities, (including direct or indirect liabilities) claims, demands; and

18.1.2 all damages or losses (including direct and indirect losses of profit consequential or special losses or damages); and

18.1.3 all reasonable outgoings, reasonable costs, reasonable expenses (including legal expenses); awarded against, incurred by, paid by, taken or issued against PPG due to or which arise from:

(a) any breach by the Supplier of condition 17 relating to Confidential Information; or

(b) any breach by the Supplier of condition 16 relating to Documents and Intellectual Property Rights; or

(c) any breach by the Supplier of its product recall obligations under condition 7; or

(d) any breach by the Supplier of any of the warranties or guarantees in condition 4; or

(e) any breach by the Supplier of any element of condition 3; or

(f) any other breach by the Supplier.

18.2 For contracts inside the United Kingdom, neither party excludes or limits liability to the other party for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation nor where liability cannot be excluded or limited as a matter of law (including but not limited to breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 (as amended) or Section 2 of the Supply of Goods and Services Act 1982).

18.3 Subject to condition 18.2, PPG shall not be liable to the Supplier for:

(a) any indirect or consequential loss or damage; or

(b) any direct loss of profit, loss of business, depletion of goodwill or otherwise; or

(c) any costs, (including but not limited to legal costs, expenses or other claims for consequential compensation) whatsoever and howsoever caused which arises out of or in connection with these Conditions or any Purchase Order.

## 19 NOTICES

19.1 Where under any of these Conditions notice is required to be given by either party to the other such condition shall be satisfied by a written notice signed by an officer of the relevant party addressed to the Company Secretary and sent either by post or facsimile to the registered office in the case of PPG and to the address stated in the Purchase Order in the case of the Supplier or such other address as the Supplier shall notify to PPG under this condition.

## 20 GENERAL

20.1 If any wording in any provision of these Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such wording shall be severed from these Conditions, and the remainder of that provision and the other remaining provisions hereof shall continue in full force and effect as if these Conditions had been executed with the invalid, illegal or unenforceable wording eliminated.

20.2 No variation of these Conditions (or to any Contract made pursuant to these Conditions) shall be binding upon the parties unless the same shall be in writing duly signed by an authorised representative of PPG and the Supplier on its behalf and such variation shall be particular to the circumstances mentioned by such writing and shall not be regarded as a general variation.

20.3 The failure of either party to insist upon strict performance of any provision of these Conditions (or to any Contract made pursuant to these Conditions), or the failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by these Conditions (or to any Contract made pursuant to these Conditions).

20.4 Subject to the specific limitation set out in these Conditions, no remedy conferred by any provision of these Conditions is intended to be exclusive of any other remedy except as expressly provided for in these Conditions and each and every remedy shall be cumulative and shall be in addition to every other remedy given thereunder under existing law or in equity by statute or otherwise.

20.5 A person who is not a party to a Contract formed under these Conditions has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any of these Conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

20.6 For the avoidance of doubt, both parties agree and acknowledge that they shall comply with terms of the Data Protection Act 1998.

20.7 The Conditions (and any Contract made under these Conditions) shall in all respects be governed by English Law and the Supplier and PPG agree to submit to the non-exclusive jurisdiction of the English Courts.