Van Elle Limited Conditions of Contract for the Purchase and Supply of Goods and Materials; Hire and Purchasing of Plant and Equipment; Supply of Minor Services.

1. DEFINITIONS

1.1 **"Van Elle"** means Van Elle Limited, Summit Close, Kirkby in Ashfield, Nottinghamshire, NG17 8GJ. VAT No. 706 3737 36. Company No. 2590521

1.2 "**Supplier**" means person, firm or company to whom Purchase Order is issued to whom Van Elle enters into the Contract.

1.3 "**Goods**" includes all goods, Plant and materials in the Purchase Order.

1.4 "**Purchase Order**" means Van Elle's Purchase Order to the Supplier.

1.5 "**Price**" means the price or rates payable to the Supplier as specified in the Purchase Order.

1.6 "**Plant**" means the equipment specified in the Purchase Order and any replacement(s); and accessories for the same as let by the Supplier to Van Elle.

1.7 "**Services**" is services in general including supply of all temporary and permanent deliverables and resources, labour, workmanship professional in the performance of the services required by or to be inferred from the Purchase Order.

1.8 "**Materials**" means any materials those used in the performance of the Services.

1.9 "**Site**" means location(s) where Goods are delivered, or Services performed at or for per the Purchase Order.

1.10 "**Maintenance**" is corrective and preventative maintenance of any, structure, plant, equipment, machinery or property of Van Elle including the Goods.

1.11 "**Main Contract**" means the contract between Van Elle and its client.

1.12 "**the Contract or Contract**" means the contract between Van Elle and the Supplier consisting of the Van Elle Framework Agreement (if used and referred to in the Purchase Order), rebate or discount agreement (where used), the Purchase Order, these conditions, and any other documents (or parts thereof) specified by Van Elle.

1.13 "**Statutory Requirements**" means every obligation imposed by law relevant to the Contract including without prejudice to the generality of the foregoing all statutes, statutory instruments, regulations and by-laws and any requirements of any statutory bodies or local authorities and amendments and modifications of any of the foregoing from time to time.

1.14 "**Van Elle Policies**" means all relevant policies and site rules of Van Elle, its subsidiaries and associated companies including without prejudice to the generality of the foregoing safety, health, and environmental rules (available on request, and Van Elle web site).

1.15 "**Completion**" "**Completed**" and "**Complete**" mean when the Services have been performed to the satisfaction of Van Elle in accordance with the Contract.

1.16 "**Van Elle Framework Agreement**" means the agreement so named between the Supplier and Van Elle for the provision of Services, Goods and Materials agreed by the duly authorised representatives of the Supplier and Van Elle.

2. QUALITY OF GOODS AND FITNESS FOR PURPOSE

The Goods shall be of satisfactory quality and free from defects in material or workmanship or design. If the purpose for which the Goods are required is made known to the Supplier expressly or by implication the Goods shall be fit for that purpose.

The Goods shall be compatible with and conform with any specifications, drawings, descriptions, and samples contained or referred to in the Contract and will not contravene any relevant standards including but not limited to British Standards, and Van Elle Policies and shall not be harmful to any person, property, or the environment.

3. STANDARDS OF SERVICES AND MATERIALS

3.1 **The Services shall:**

3.1.1 conform to any specification, quality and description specified or referred to in the Purchase Order; and be fit for purpose.

3.1.2 conform to any relevant British Standards, Statutory Requirements, Van Elle Policies and best industry practices;

3.1.3 be performed with the highest care and skill by competent, properly qualified, trained and experienced personnel in accordance with best practice in the Supplier's industry, profession or trade and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;

3.1.4 be performed in accordance with any relevant time or Maintenance schedule or call out requirements specified in the Purchase Order and within such time or periods as may be required by Van Elle (time being of the essence in respect of the performance of the Supplier's obligations).

3.2 **Any Materials shall**:

3.2.1 be of satisfactory quality and free from defects;

3.2.2 be fit for the purpose required;

3.2.3 conform with any specification, samples, quality, and desc ription specified or referred to in the Purchase Order;

3.2.4 be compatible with any equipment or other goods or materials or existing buildings and structures as described in the Contract or reasonably to be inferred based on the Suppliers deemed knowledge of the Site and conform with any relevant British Standards, and Van Elle Policies, and shall not be harmful to Van Elle's property, the property of others or the environment.

3.3 **In providing the Services, the Supplier shall:**

3.3.1 co-operate in all matters and comply with instructions of Van Elle;

3.3.2 use the best quality goods, materials, standards and techniques, and ensure that the Materials, and all goods and materials supplied and used in the Services or transferred to Van Elle, will be free from defects in workmanship, installation and design;

3.3.3 obtain and maintain all necessary licences and consents, and comply with all applicable laws and Statutory risk Regulations;

3.3.4 hold all materials, equipment and tools, drawings, specifications and data supplied by Van Elle to the Supplier in safe custody at its own and maintain such materials in good condition until returned to Van Elle and not dispose or use such materials other than in accordance with Van Elle's written instructions or authorisation;

3.3.5 not do or omit to do anything which may cause Van Elle to be in breach of any other contract, lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business.

4. DELIVERY DATE AND DATE FOR PERFORMANCE

4.1 The date of delivery of the Goods and deliverables performance of Services shall be that specified in the Purchase Order unless agreed otherwise between Van Elle and the Supplier. In the absence of any date being specified the Goods shall be delivered to the Site or any other location specified by Van Elle in the Purchase Order and the Services shall be performed as soon as practicable or as soon as required by Van Elle. Time shall be of the essence of the Contract.

4.2 The Supplier shall furnish such programmes of Van Elle may reasonably require and the Supplier shall give notice to Van Elle as soon as practicable if progress in accordance with such programmes is or is likely to be delayed and shall use its best endeavours to mitigate the causes of delay without prejudice to its other contractual obligations.

4.3 Van Elle has the right to instruct the Supplier to take such action as is required to bring the Contract to completion in accordance with the terms of the Contract at no extra cost to Van Elle (save where Van Elle has caused the delay) or to reject the Goods or the Services for late delivery or performance and to recover from the Supplier any costs incurred by Van Elle including obtaining substitute Goods and/or Services from a third party.

4.4 The Supplier shall not deliver the Goods and/or Services in instalments without Van Elle's prior written consent. Where it is agreed that the Goods and/or Services are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment in time or at all or any defect in an instalment (or part there of) shall entitle Van Elle to the remedies set out in Clauses 4.3 and 5.1 as well as any other remedy at law and this Contract.

5. INCORRECT DELIVERY OR PERFORMANCE

5.1 All Goods and Services must be delivered or performed at the delivery point(s) at the Site (or other location(s) specified in the Purchase Order) and within the times specified in the Purchase Order. If Goods or Services are incorrectly provided, delivered, or undertaken, performed, or not preformed in accordance with the Contract notwithstanding Van Elle's right of rejection at Clause 4.3, the Supplier shall be responsible for any additional expense incurred in delivering them to their correct destination or in any re-performance at such destination. The Supplier shall indemnify Van Elle regarding all costs, expenses, and losses that it anticipates or incurs because of the Suppliers failures and defaults.

6. PASSING OF OWNERSHIP AND RISK IN GOODS TO BUYER

6.1 The Goods shall become the property of and full title ownership vesting in Van Elle on delivery, vesting or payment or part payment (whichever occurs first) and the Supplier waives any right to exercise any lien upon the goods regardless or payment.

6.2 Where Van Elle pays part of the Price before taking delivery of the Goods or any part thereof then such payments shall be regarded as part payments and not deposits in respect of the Price.

6.3 All risk in the Goods including all risk of loss or damage shall remain with the Supplier until the Goods reach the correct place of delivery or are fixed in place and are placed in the possession of Van Elle.

6.4 Van Elle accepts no responsibility or liability for Goods delivered more than the Purchase Order requirement.

6.5 All Goods rejected or returned shall be at the risk of the Supplier from 2 days from the date Van Elle gives notice of rejection or return of the Goods and, in any event, during transit back to the Supplier.

6.6 Supplier shall collect rejected or returned Goods at its own cost or Van Elle at its discretion shall dispose of them and recover costs incurred in doing so from the Supplier.

7. PURCHASE PRICE AND TERMS OF PAYMENT

7.1 Unless otherwise stated in the Purchase Order, all rates and prices stated in the Purchase Order are firm and fixed, and the Price shall be fixed and inclusive of all taxes , duties, charges for packaging, packing, protection, shipping, demurrage, unloading, delivery, storage, insurances excluding value added tax if applicable.

7.2 **The Supplier shall-**

7.2.1 Procure that invoices shall include the following particulars as condition precedent to Van Elle's obligation to pay the Price to the Supplier:

- Van Elle's Purchase Order number;
- Van Elle's Reference Code [if any]
- Invoice date and number;
- Supplier's name and address;
- Description of the Goods and Services invoiced as detailed on the Purchase Order (if applicable);
- The location and date of delivery of the Goods invoiced;
- The dates for part payment, part delivery of Goods and/or part performance of the Services (if applicable);
- The location and date of performance of the Services invoiced;
- The Price of the Goods and/or Services invoiced;
- Value added tax payable by Van Elle (where applicable to the transaction) stated separately from the Price; and
- The Supplier's VAT number and any other particulars required by law or regulation from time to time, and an invoice which includes each of the above particulars is hereinafter called a "**Valid Invoice**";

7.2.2 Ensure as a condition precedent to payment that it maintains the insurances and accreditations required to execute its obligations under the Purchase Order or as a Van Elle registered supplier (whichever is the most stringent).

7.3 The Supplier shall deliver a Valid Invoice to Van Elle promptly after (but not before) the delivery of the Goods and/or the performance of the Services or (where stage payments are agreed) after the agreed stage is Completed in each case in accordance with the Contract.

7.4 Unless otherwise stated in the Purchase Order, and subject to the delivery of a Valid Invoice by the Supplier to Van Elle in accordance with Clause 7.3, Van Elle shall pay the Price for the relevant Goods and/or Services together with value added tax (where applicable to the transaction) to the Supplier not later than 30 days after the end of the calendar month during which the valid invoice is received by Van Elle.

7.5 If Van Elle shall fail to make payment in accordance with Clause 7.4, the Supplier shall be entitled to simple interest at the rate of 2% per annum above the base lending rate from time to time of Bank of England calculated on the unpaid sum from the final date for payment until payment is made. The supplier acknowledges that this clause is a substantial remedy for the purposes of s.9.1 of the Late Payment of Commercial Debts (Interest) Act 1998.

8. INCLUSIONS IN PRICE - SERVICES

8.1 The Supplier is deemed to have understood the nature and extent of the Services and to have inspected the Site (including (but not limited to) access, egress from Site, areas for delivery and offloading, ground conditions and any existing structures). No failure on the part of the Supplier to discover or foresee any site conditions, or any failure to discover or foresee any risks, contingencies, or circumstances (whether the same ought reasonably to have been discovered or not) shall entitle the Supplier to claim damages or an additional sum or an extension of time for Completion of the Services. The Supplier shall not be entitled to rely upon any survey, report or other information supplied by or on behalf of Van Elle regarding the Site or performance of The Contract, or to make any claim against Van Elle in connection therewith. Van Elle shall, on request of the Supplier, grant such access to the Site as may be reasonable for this purpose.

8.2 Unless otherwise agreed, the Supplier shall provide all plant, scaffolding, tools, Materials, labour, haulage and other things necessary to complete the Services.

8.3 Unless otherwise agreed, the Supplier shall be responsible for obtaining all those consents, licences and permits from any relevant authority which are necessary for the carrying out of the Services including and without prejudice to the generality of the

foregoing planning permission and building regulation approval and the Supplier shall comply with the same.

9. HIRE OF PLANT

9.1 All Plant shall be supplied and maintained by the Supplier at its cost in perfect working condition and shall be fit for its intended purpose and shall comply with all relevant legislation and statutory regulations and relevant Van Elle Policies including those relating to safe operation and use of the Plant. If the Plant breaks down or is unusable, the Supplier shall at its own costs promptly replace the same with working equivalent Plant and remove the defective Plant from Van Elle's site.

9.2 If at any time during the period commencing when the Plant arrives on the Site and ending on the date when Van Elle gives verbal or written notice that the Plant is to be removed from the Site ("**Period of Hire**") the Supplier is of the opinion that the Plant is in need of repair or adjustment the Supplier may stop the use of the said Plant until repairs or adjustments have been made on the Site or, at the Supplier's own expense, supply with all reasonable speed such replacement Plant as is necessary for the purposes of the Contract.

9.3 If at any time during the Period of Hire, Van Elle is of the opinion that the Plant is in need of repair or adjustment, Van Elle shall advise the Supplier and may suspend the operation of the Contract until the Supplier has carried out such repairs or adjustments on the Site or has, at the Supplier's own expense, supplied such replacement Plant as is necessary for the purposes of the Contract.

9.4 The Price for the hire of the Plant shall be reduced in proportion to the time lost due to any stoppage or suspension of use of the Plant during the Period of Hire under the provisions of clauses 9.1, 9.2 or 9.3 above and the Supplier shall indemnify Van Elle for any losses suffered as a result of such suspension or stoppage.

9.5 No adjustment to the Price for hire can be claimed where damage to the Plant is due to the neglect or default of Van Elle, its servants or agents. However, if the Plant or an item thereof is agreed to be beyond repair the Supplier shall with all reasonable speed provide such replacement as is necessary for the purposes of the Contract.

9.6 Van Elle shall at all reasonable times permit the Supplier, its servants, agents or insurers, to have access to the Plant for the purpose of inspecting, testing, adjusting, repairing or replacing the same. Similarly, Van Elle shall permit the Supplier to inspect the work being carried out by the operator of the Plant. So far as is reasonably practicable any such inspection etc shall be carried out at times convenient to Van Elle.

10. ACCEPTANCE

In the case of Goods or Services delivered by the Supplier not conforming with the Contract whether by reason of being of quality or in a quantity or measurement not stipulated or being unfit for the purpose for which they are required or otherwise not in compliance with the Contract Van Elle shall have the right to reject such Goods or Services within a reasonable time of Van Elle discovering the non-conformity and to purchase elsewhere goods or services as near as practicable to the same Contract specifications and conditions as circumstances shall permit but without prejudice to any other right which Van Elle may have against the Supplier. The making of payment and use of the Goods or Services shall not prejudice Van Elle's right of rejection and neither shall the signing of a delivery note notwithstanding anything to the contrary stated therein which shall be of no effect, the terms of the Contract taking precedence always. Before exercising the said right to purchase elsewhere Van Elle shall give the Supplier a reasonable opportunity to replace or to reperform rejected Goods or Services with Goods or Services which conform to the Contract save where Van Elle in its absolute discretion determines that the Supplier may not be capable of supplying the Goods or Services in accordance with the Contract and/or within the time required by Van Elle.

11. VARIATIONS AND CLAIMS

11.1 The Supplier shall not alter any of the Goods or Services, except as directed in writing by Van Elle, but Van Elle shall have the right, from time to time during the execution of the Contract, by notice in writing to direct the Supplier to add to or to omit, or otherwise vary, the Goods or Services, and the Supplier shall carry out such variations and be bound by the same conditions, so far as applicable, as though the said variations were stated in the Contract.

11.2 Where the Supplier receives any such direction from Van Elle which would occasion an amendment to the Price or the delivery date or (in the case of Services) the performance date the Supplier shall, with all possible speed, and prior to commencement, advise Van Elle in writing to that effect giving the amount of any such amendment, ascertained and determined at the same level of pricing as that contained in the Supplier's tender, and giving the period of any delay. This revised price must be agreed in writing by Van Elle prior to commencement.

11.3 If, in the opinion of the Supplier, any such direction is likely to prevent the Supplier from fulfilling any of its obligations under the Contract it shall so notify Van Elle and Van Elle shall decide whether or not the same shall be carried out and shall confirm its instructions and modify the said obligations to such an extent (if at all) as may be justified in the opinion of Van Elle. Until Van Elle confirms its instructions they shall be deemed not to have been given.

11.4 If the Purchase order contains rates for standing time, delays caused by or at Van Elle's risk, other occurrences, if the Suppliers claims when invoiced do not accord with Van Elle's contemporary records; then Van Elle's records shall prevail. If at its sole discretion Van Elle assesses that the Supplier failed to give adequate notice to prevent or mitigate any costs arising, then it shall abate payment accordingly.

11.5 If a variation results in an omission from the Contract Van Elle shall deduct an appropriate sum from the Price per clause 11.1 and shall be entitled to engage others to carry out such work without terminating the Suppliers engagement under the Contract for anything else and Van Elle shall not be in breach nor shall it be liable for any costs losses or damages to the Supplier arising from the omission.

12. CANCELLATION OR SUSPENSION

12.1 If Van Elle is for any reason beyond its reasonable control unable to accept delivery of the Goods or performance of the Services at the times stated in the Purchase Order, or at all, then Van Elle may by notice in writing to the Supplier cancel or suspend the delivery of any of the undelivered Goods or the performance of any of the unperformed Services.

12.2 If delivery is suspended for more than 8 weeks, then either party may by notice in writing terminate the Contract forthwith. Upon such termination the Supplier shall be entitled to be paid up to, but no more than such portion of the Price as fairly represents the work and/or materials carried out and procured up to the time of the suspension.

12.3 Upon cancellation the Supplier shall be entitled to be paid up to, but no more than such portion of the Price as fairly represents the work and/or materials carried out and procured up to the date of cancellation.

12.4 Clause 12 shall be the Suppliers sole remedy for any cancellation or suspension of the Contract, Van Elle shall have not further liability howsoever arising due to this.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 The Supplier shall indemnify Van Elle against any claim for infringement of any patent, design right, registered design, unregistered design, trade mark or copyright or for breach of confidence by the use or sale of any article or material supplied by the Supplier to Van Elle or any Services supplied by the Supplier to Van Elle and against all costs and damages, including legal fees on an indemnity basis, which Van Elle may incur in any action for such infringe mentor for which Van Elle may become liable in any such action. Provided always that this indemnity is conditional on Van Elle giving to the Supplier notice in writing of any claim being made or action threatened or brought against Van Elle and on Van Elle permitting the Supplier at the Supplier's own expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim.

13.2 All intellectual property rights in any Services or Materials supplied to Van Elle by the Supplier or specifically commissioned by the Supplier for Van Elle shall vest absolutely in Van Elle and the Supplier undertakes to execute all documents required to ensure such transfer in title and permitted assigns to Van Elle.

13.3 Van Elle shall grant a royalty-free nonexclusive licence to copy use and reproduce the intellectual property rights only for purposes relating to the Services, Van Elle may permit sub-licences be granted subject to consent in writing.

13.4 The supplier shall indemnify defend and hold harmless Van Elle against and from all actions liabilities demands claims proceedings losses damages fees costs howsoever arising out of or in connection with any infringement of patent or intellectual property rights in respect of the Services or otherwise.

14. DATA PROTECTION

14.1 In respect of the Processing of Personal Data by the Supplier or the Supplier's personnel under or in connection with the Contract, the Supplier shall, and shall procure that the Supplier's personnel shall:

14.1.1 only Process the Personal Data to the extent required to provide the Services in accordance with the terms of the Contract or otherwise in accordance with documented instructions of Van Elle from time to time;

14.1.2 not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically authorised to do so in writing by Van Elle;

14.1.3 implement appropriate technical and organisational measures to:

14.1.3.1 protect Personal Data against unauthorised or unlawful Processing and against accidental or unlawful loss, destruction, damage, alteration or disclosure,

14.1.3.2 comply with Data Protection Legislation, and

14.1.3.3 ensure the protection of the rights of the Data Subject;

14.1.4 ensure that all of the Supplier's personnel engaged in the provision of the Services have entered into confidentiality agreements with the Supplier and shall further ensure that such personnel are made aware of and observe the Processor's obligations under the Contract with regard to the security and protection of Personal Data;

14.1.5 process the Personal Data in accordance with the Data Protection Legislation (as applicable) and not do or permit anything to be done which might cause Van Elle in any way to be in breach of the Data Protection Legislation;

14.1.6 provide written evidence of the Supplier's compliance with Data Protection Legislation as may be requested by Van Elle from time to time; `

14.1.7 cooperate and assist, as requested by Van Elle, and put appropriate technical and organisational measures in place to enable Van Elle to comply with any exercise of rights by a Data Subject under the Data Protection Legislation (including, without limitation, in relation to the retrieval and/or deletion of a Data Subject's Personal Data);

14.1.8 not process the Personal Data anywhere outside the European Economic Area without the prior written consent of Van Elle (and subject then, in the event of any transfer outside the European Economic Area, to the execution of any document or agreement which, in the reasonable opinion of Van Elle, is required in order to lawfully effect any such transfer of Personal Data);

14.1.9 at the request of Van Elle or any competent regulatory or supervisory authority, submit for audit the Processing activities (and related facilities) carried out pursuant to the Contract which shall be carried out by Van Elle, its authorised representatives (bound by a duty of confidentiality) and/or representatives of the relevant regulatory or supervisory authority; and

14.1.10 cease Processing the Personal Data immediately upon the termination or expiry of the Contract or, if sooner, the Services to which it relates and as soon as possible thereafter, at Van Elle's option, either return, or delete from its systems, the Personal Data and any copies of it or of the information it contains, and the Supplier shall confirm in writing that this clause 14.1.10 has been complied with in full. The provisions of this clause 14.1.10 shall not apply to the extent the Supplier is obliged by applicable law to keep copies of the Personal Data.

14.2 The Supplier shall notify Van Elle as soon as reasonably practicable and in any event within twenty-four (24) hours of:

14.2.1 any legally binding request for disclosure of Personal Data by a law enforcement or other competent authority unless prohibited by law from doing so;

14.2.2 any request received directly from a Data Subject without responding to that request, unless required by law or it has been otherwise authorised by Van Elle to do so;

14.2.3 receiving any correspondence, notice or other communication whether orally or in writing from the Information Commissioner's Office, any other relevant data protection regulator or any other regulator or person, relating to the Personal Data; and/or

14.2.4 becoming aware of a breach of the provisions of this condition

14.3 Without prejudice to any other provision of the Contract, Van Elle may, on reasonable notice, request a detailed written description of: (i) the technical and organisational methods employed by the Supplier and any sub-Processors (if any) for the Processing of Personal Data; and/or (ii) the Processing activities carried out by the Supplier on behalf of Van Elle containing at least the amount of detail required by Article 30(2) of the GDPR. Within ten (10) days of receipt by the Supplier of Van Elle's written request (which shall include a detailed description of Van Elle's requirements), the Supplier shall deliver a written report to Van Elle in sufficient detail that Van Elle can reasonably determine whether or not any applicable Personal Data is being or has been Processed in compliance with the Data Protection Legislation and in accordance with the Contract.

14.4 Without prejudice to the other provisions of this clause 14, if the Supplier or any member of the Supplier's personnel becomes aware of any Data Protection Incident, then the Supplier shall promptly (but in any event within twenty-four (24) hours of discovery) notify Van Elle by telephone and by email. The Supplier shall, at no additional cost to Van Elle, provide Van Elle with all resources, assistance and cooperation as are required by Van Elle for Van Elle to notify the Information Commissioner's Office and any other relevant data protection regulator (or analogous body in any other relevant jurisdiction and any bodies which may succeed or replace them from time to time) of such Data Protection Incident and for Van Elle to provide such reports or information as may be requested by them in relation to such Data Protection Incident and/or for Van Elle to notify the relevant Data Subjects of such Data Protection Incident, as applicable.

14.5 The Supplier shall, at no additional cost to Van Elle, provide Van Elle with all resources and assistance as required by Van Elle for Van Elle to discharge its duties pursuant to Articles 35 and 36 GDPR including, but not limited to, promptly at the request of Van Elle providing information in respect of any data protection impact assessment which Van Elle conducts.

14.6 Where the Supplier sub-contracts any of its obligations under this clause 14, with the consent of Van Elle, it shall do so only by way of written agreement with the sub-Processor which imposes the same obligations on the sub-Processor as are imposed on the Supplier under this clause 14. The Supplier shall inform Van Elle of any sub-Processor

in advance. In any event, the Supplier shall be liable for the acts and omissions of its agents, personnel and sub-Processors as if they were its own acts and omissions.

14.7 **For the purposes of this condition 14:**

14.7.1 the terms "**Processor**", "**Personal Data**", "**Data Subject**" and "**Processing**" shall have the same meanings as in the Data Protection Legislation and "**Processed**" and "**Process**" shall be construed accordingly;

14.7.2 "Data Protection Legislation" means:

14.7.2.1 the Data Protection Act 2018;

14.7.2.2 the EU Data Protection Directive 95/46/EC;

14.7.2.3 the EU ePrivacy Directive 2002/58/EC (the "**ePrivacy Directive**");

14.7.2.3 any relevant transposition of, or successor or replacement to, those laws including without limitation when they come into force, the General Data Protection Regulation (Regulation (EU) 2016/679) as it forms part of the law of England and Wales by virtue of the European (Withdrawal) Act 2018 as amended ("**GDPR**") and the successor to the ePrivacy Directive, and all other applicable laws, regulations and codes of conducts in any relevant jurisdiction relating to the Processing of Personal Data, as may be amended from time to time; and

14.7.4 "**Data Protection Incident**" means a breach of security leading to the accidental of unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

15. ASSIGNMENT AND SUB-LETTING

15.1 The Contract shall not be assigned by the Supplier nor sub-let as a whole or in part without Van Elle's consent.

15.2 When Van Elle has consented to the placing of sub-contracts copies of each sub-contract as and when requested shall be sent by the Supplier to Van Elle.

15.3 Van Elle may freely assign, subcontract, charge or otherwise deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.

15.4 The Supplier agrees that it shall co-operate and undertake all matters at its own cost and expense that are necessary to novate or assign this Contract or any parts thereof to any third party when requested by Van Elle.

15.5 The Supplier shall be and shall remain primarily and directly responsible to Van Elle for all Goods and/or Services supplied by any sub suppliers and subcontractors as if provided by the Supplier with no diminution in obligation or liability.

16. PROGRESS AND INSPECTION

Van Elle's representatives shall have the right to inspect all Goods at the Supplier's works and the works of sub-contractors at all reasonable times and to reject Goods that do not comply with the terms of the Contract. The Supplier's sub-contracts shall include this provision. Any inspection, checking, approval or acceptance given on behalf of Van Elle shall not relieve the Supplier from any obligation under the Contract.

17. FREE-ISSUE MATERIALS

17.1 Where Van Elle issues Materials 'free of charge' to the Supplier such Materials shall be and remain the property of Van Elle but the Suppliers risk. The Supplier shall insure and maintain all such Materials in good order and condition subject, in the case of tooling, patterns and the like, to fair wear and tear. The Supplier shall use such Materials solely in connection with the Contract. Any surplus Materials shall be disposed of at Van Elle's discretion at the Suppliers risk and cost. Waste of such Materials arising from bad workmanship or negligence of the Supplier shall be made good at the Supplier's expense. Without prejudice to any other of the rights of Van Elle, the Supplier shall deliver up such Materials whether further processed or not to Van Elle on demand.

17.2 If either party requires a record of the quantity and condition of any free issue materials required to be returned to Van Elle, then a suitable record shall be agreed and maintained by both parties prior to any issuance by Van Elle.

18. SITE REGULATIONS

18.1 The Supplier shall not commence the provision of Services at Site before obtaining the consent of Van Elle.

18.2 The Supplier shall comply with Van Elle's current Safety, Health and Environmental Rules for Contractors ('SHE Rules' and 'Golden Rules') (available on its website and or by request) and all other safety requirements applicable to the Site and shall ensure that its employees and sub-contractors so comply. Both the Supplier and its employees and subcontractors will comply with all relevant safety legislation, including without limitation, the Health and Safety at Work Act 1974 and any other applicable health and safety legislation or regulations.

18.3 It is understood by the Supplier that compliance with the rules and regulations detailed above is an essential condition of the Contract. Van Elle shall have the right to remove or request the removal of any person brought to the Site by the Supplier who has:

18.3.1 failed to comply with the SHE Rules, or

18.3.2 has, in the opinion of Van Elle, misconducted themselves or been negligent or incompetent, but removal of any such person under these circumstances shall not be construed as a right for the Supplier not to perform its obligations.

19. SITE WORK BY SUPPLIER

19.1 If any work on Site is to be carried out by the Supplier, then the Supplier shall ensure that no work is covered up until Van Elle has had a reasonable opportunity to inspect it.

19.2 The access to and possession of the Site shall not be exclusive to the Supplier but only such as shall enable it to execute the Services, concurrently with the execution of work by other persons.

19.3 Without prejudice to any other indemnity provisions herein, the Supplier shall at all times prevent any nuisance or trespass (including, but without limitation, any noisy working operations, or interference with access or use of public or private roads and/or footpaths) or other interference with the rights of the owner, or any tenant or occupier of the Site or any adjoining land, arising out of the Services, and shall fully indemnify Van Elle in relation to any claims and legal fees (on an indemnity basis) arising out of any act omission or failure in performing its obligations and shall assist Van Elle in defending any action or proceedings which may be instituted in relation thereto.

20. THINGS FOUND ON SITE

All minerals, metals, objects and other things found or discovered on, under or around the Site shall as between the Supplier and Van Elle be the property of Van Elle and shall be dealt with as Van Elle may direct.

21. NOTIFICATION PROCEDURE

The Supplier shall give immediate notice in the event of any accident or damage likely to form the subject of a claim under Van Elle's insurance and shall give all the information and assistance in respect thereof that Van Elle's insurers may require, and shall not negotiate, pay, settle, admit or repudiate any claim relating to the same subject matter or to any extent relating to the same subject matter without the written consent of, Van Elle's insurers and shall permit such insurers to take proceedings in the name of the Supplier to recover compensation or secure an indemnity from any third party in respect of any of the matters covered by the said insurance.

22. SPECIFICATIONS, PLANS, PROCESS INFORMATION ETC

22.1 Any specifications, plans, drawings, process information, patterns or designs supplied by Van Elle to the Supplier in connection with the Contract shall remain the property of Van Elle, and any information derived there from or otherwise communicated to the Supplier in connection with the Contract shall be kept secret and shall not, without the consent in writing of Van Elle, be published or disclosed to any third party, or made use of by the Supplier except for the purpose of implementing the Contract. Any specifications, plans, drawings, process information, patterns or designs supplied by Van Elle must be returned to Van Elle when required.

22.2 When the Purchase Order includes manufacture to Van Elle's designs the Supplier agrees to inform Van Elle of any invention or improvement in design or method of manufacture arising out of the performance of the Contract by or on behalf of the Supplier and any such invention or improvement and any patent or registered design rights in respect thereof and copyright in any drawings, documents or specifications relating thereto shall be the property of Van Elle. The Supplier shall give Van Elle at Van Elle's expense all necessary assistance to enable Van Elle to obtain patent, registered design and similar rights throughout the world.

22.3 On or before delivery of the Goods (or on termination of the Contract for whatever cause if earlier) the Supplier shall provide to Van Elle at no extra cost all necessary operating and maintenance manuals.

22.4 The Supplier accepts entire responsibility for the design of Goods (including any design work prepared before or after the date of the Purchase Order and whether carried out by or on behalf of Van Elle or Supplier) and for any error, mistake, inaccuracy, or discrepancy contained in the same, provided that the Supplier shall not be liable for any design provided by Van Elle if the Supplier objects to it prior to manufacturing the Goods.

22.4 If the Supplier discovers ambiguity, conflict, discrepancy in the Contract documents it seeks Van Elle's instructions and carry's it out at no cost to Van Elle and no increase in Price and has allowed for the most stringent alternative regardless of the origin.

23. HAZARDOUS GOODS

23.1 Hazardous Goods must be marked by the Supplier with International Danger Symbol(s) and display the name of the material in English. Transport and other documents must also include a declaration of the hazard and name of the material in English. Hazardous Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Supplier shall observe the requirements of UK and international agreements relating to the packing, labelling and carriage of hazardous Goods.

23.2 All information held by, or reasonably available to, the Supplier regarding any potential hazards known or believed to exist in relation to the transport, handling or use of the Goods supplied shall be promptly communicated to Van Elle.

23.3 The Supplier confirms that it understands its obligations under (EC) Regulation No: 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation and Authorization of Chemicals ("**REACH Regulation**").

23.4 The Supplier warrants that all the substances included in the Goods, Plant or Services to be supplied to Van Elle pursuant to the Contract, and that may require registration and/or preregistration under the REACH Regulation will be registered and/or pre-registered within the requisite timescales, either by itself, through its authorised representative or by its own supplier(s).

23.5 The Supplier shall keep Van Elle and any of its customers buying or using the Goods, Plant or Services indemnified in full against all liability, loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by Van Elle or any of its said customers, as a result of or in connection with a breach of the Supplier's warranty set out in condition 23.4 above.

24. TERMINATION

24.1 Without prejudice to any other rights or remedies of Van Elle, Van Elle may by notice in writing terminate the Contract forthwith if the Supplier: (a) shall go into administration or liquidation whether voluntary or otherwise (except for the purposes of and followed by a solvent amalgamation or reconstruction) or shall become bankrupt or shall cease to trade or threaten to cease to trade or shall threaten or fail to pay its debts as they fall due or shall have a receiver or administrative receiver of the whole or any part of its assets appointed or shall enter into any composition or arrangement with or for the benefit of its creditors or shall be the subject of an administration order or any event or arrangement occurs, proceeding is taken with respect to any jurisdiction to which it is subject that has an effective equivalent or similar to any of the events mentioned in the clause 24.1, or (b) shall be in breach of any terms of the Contract. The Supplier shall indemnify Van Elle for all losses suffered by it as a result of such termination.

24.2 Van Elle shall have the right to terminate the contract by not less than one month's notice at any time without prejudice to Van Elle's rights and remedies in respect of any antecedent breach of the Contract committed by the Supplier.

24.3 Upon termination of the Contract the Supplier shall be entitled to be paid up to but no more than such portion of the Price as fairly represents the work carried out or supplied to the date of termination less any abatement or set off which Van Elle assesses is due and the provisions of clause 24 shall be the Suppliers sole remedy for any termination and Van Elle shall have no further liability whatsoever to the Supplier.

25. CONDITIONS OF CONTRACT

25.1 No terms and conditions submitted or referred to by the Supplier in any document or that the Supplier otherwise seeks to rely on or impose or incorporate or which are implied by conduct, trade, custom, practice or course of dealing shall form part of the Contract unless otherwise agreed to in writing by Van Elle.

25.2 **Van Elle shall not be liable to the Supplier under the Contract unless:**

(a) Van Elle issues an official Purchase Order; and

(b) either the Supplier confirms in writing acceptance of it or takes any steps to comply with the Contract without indicating it does not accept the Purchase Order and these Conditions.

25.3 Van Elle shall not be bound by any variation, waiver of or addition to the Contract except as agreed in writing and signed by a duly authorised representative of Van Elle.

25.4 If the performance of the Contract requires Van Elle to have any permit or licence from any government or other authority, the Contract shall be conditional upon such permit or licence being available at the required time Van Elle having no liability to the Supplier until the Contract becomes unconditional.

25.5 Nothing in these Conditions shall prejudice any conditions or warranties (express or implied) or right or remedy to which Van Elle is entitled in relation to the Contract, or the Goods or Services supplied by the Supplier to Van Elle by virtue of statute or common law. The rights and remedies conferred on Van Elle by these Conditions are in addition to and in no way in substitution for any conditions, warranties or any other rights or remedies conferred on Van Elle or implied by the law as aforesaid.

25.6 Regardless of the date the Supplier enters into Contract with Van Elle any goods or services provided in connection with the Contract fall form part of it and any monies paid or liabilities accruing shall be deemed to fall under and be related to the Suppliers performance under this Contract.

25.7 The Contract is to be read as a whole and represents the entire agreement between Van Elle and the Supplier any ambiguities conflicts or discrepancies are to be dealt with per the provisions included in clause 22.

26. TUPE

26.1 These conditions envisage that subsequent to the effective date of the Contract, the identity of the supplier of the Goods and/or Plant and/or the performer of the Services (or any part of the Services) may change (whether as a result of termination of the Contract, or part, or otherwise) resulting in a transfer of the supply of the Goods and/or Plant and/or the performance of the Services in whole or in part ("**Transfer**"). If a Transfer is a relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ("**Employment Regulations**") the parties shall comply with all their respective obligations under the Employment Regulations. Without prejudice to the foregoing, the Supplier shall promptly furnish to Van Elle on request all information relating to the Contract prior to and during the Transfer reasonably required by Van Elle.

26.2 On termination or expiry of the Contract for any reason, the Supplier shall provide access, during normal working hours, to Van Elle and/or the replacement service provider for up to twelve months after the expiry or termination of the Contract to:

(a) such information relating to the Contract as remains in the possession or control of the Supplier; and

(b) such members of the Supplier's personnel as have been involved in the design, development and provision of the Goods and/or Plant and/or Services and who are still employed by the Supplier, provided that Van Elle and/or the replacement service provider shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this condition 26.2, unless the Contract has been terminated by Van Elle pursuant to condition 24.2 in which event such costs shall be for the sole account of the Supplier.

26.3 Van Elle shall in no circumstances be liable to the Supplier or its personnel for redundancy payments or staff termination costs, arising from termination or expiry of the Contract, and the Suppler indemnifies and holds harmless Van Elle against any claims, liabilities, losses or proceedings in respect of such payments or costs. The provisions of conditions 26.1, 26.2 and 26.3 shall survive termination or expiry of the Contract.

27. STATUTORY REQUIREMENTS AND VAN ELLE POLICIES

The Supplier shall comply with the Statutory Requirements and the Van Elle Policies in connection with the supply of the Goods and/or the performance of the Services.

28. INDEMNITY AND INSURANCE

28.1 **The Supplier shall keep Van Elle indemnified against:**

(a) any liability or claim in respect of loss or damage to any moveable or immovable property of any nature or type whatever of Van Elle or any third party; and

(b) any liability or claim in respect of the death or personal injury to any person whether in contract or tort or otherwise arising under common law, statute or otherwise caused by an act or omission on the part of the Supplier or any of its employees, subcontractors, assignees or agents and the Supplier shall also indemnify Van Elle in respect of any legal fees incurred by Van Elle in connection therewith, and

28.2 The Supplier shall fully indemnify Van Elle against all breach of statutory duty, claims loss, damages, costs or expense arising out of or connected with the enforcement of the performance of, or any breach of the Contract and the Supplier shall also indemnify Van Elle in respect of any legal fees incurred in connection therewith.

28.3 The Supplier shall take out and/or maintain such types and levels of cover of insurance as Van Elle may require including Professional Indemnity, Public Liability, Employer's Liability, Works and Product Liability insurance, if the supplier is responsible for design, it shall provide a minimum of £5,000,000 Professional Indemnity insurance on an each and every basis unless agreed otherwise in writing with Van Elle. If the Supplier fails to take out and/or maintain any such insurance policies Van Elle may do so and recover the premiums paid from the Supplier as a debt. If so required, the Supplier shall promptly and accurately complete any insurance questionnaire supplied by Van Elle and Van Elle shall be entitled to withhold payment of the Price or part thereof until the questionnaire has been fully and accurately completed to the satisfaction of then and returned to Van Elle.

29. ASSIGNMENT OF WARRANTIES TO BUYER

The Supplier shall provide any warranties required by Van Elle or of Van Elle under the Main Contract and transfer, assign or novate or pass to Van Elle the benefits of all and any warranties and/or guarantees received by the Supplier from its suppliers pursuant to the Contract.

30. SET OFF

30.1 Any estimated or incurred debt or claim on the part of Van Elle or any of its subsidiary, associated or holding companies with or against the Supplier, whether arising out of the Contract or otherwise howsoever, and whether liquidated or not, may be set off against any sums due to Supplier hereunder.

30.2 Van Elle's rights to set off any amounts or deduct sums from the Supplier's account shall not prevent Van Elle from recovering any sums due from the Supplier by any other means as a debt.

31. LOCAL CONDITIONS

Unless otherwise agreed in writing, the Supplier shall be deemed to have full knowledge of any local conditions that may be relevant to the proper performance of its obligations under the Contract including without prejudice to the generality of the foregoing all relevant means of access to and egress from the Site.

32. DISPUTE RESOLUTION

In the event of any dispute arising between the parties in connection with the Contract, the parties will in good faith seek to resolve that dispute through mediation under the auspices of the ADR Group. The Mediator shall be agreed upon within 21 days of one party requesting mediation, failing which either party may apply to the President of the Law Society to appoint a Mediator. Unless otherwise agreed each party shall share equally the costs of the Mediator, the ADR Group and the President of the Law Society and each party shall bear their own legal and other fees and expenses incurred in relation to the mediation. If the dispute is not resolved within 28 days of the Mediator's appointment, then either party may commence Court proceedings, but provided that nothing in this clause shall prevent either party referring a dispute to adjudication (for which Part 1 of the Schedule of The Scheme for Construction Contracts (England and Wales) Regulations 1998 as amended shall apply or from seeking an injunction or other interim relief at any time if it reasonably believes such action is necessary to prevent irreparable damage. And the Supplier shall cooperate with Van Elle in dealing with any dispute that Van Elle may have with a third part in relation to the Contract or wider matter to which it relates in so far as it relates to the products / goods supplier or Services.

33. THIRD PARTY RIGHTS

A natural or legal person who is not a party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Contract. This clause does not alter any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

34. LAW, JURISDICTION AND CONSTRUCTION OF CONTRACT

34.1 The construction, validity and performance of the Contract shall be governed by the law of England and the parties submit to the exclusive jurisdiction (except for the purposes of enforcement of an English court judgment or order in another jurisdiction) of the English Courts.

34.2 References to any statute or statutory provision shall be construed as a reference to that statute or provision as from time to time amended, consolidated, extended, re-enacted or replaced.

35. NOTICES

35.1 Any notice to be given to a party under the Contract shall be given in writing in the English language and delivered by hand or sent by first class prepaid post or by facsimile to the other party.

35.2 Any notice to be given to Van Elle shall be addressed to the Company Secretary and sent to its registered office or such other address as Van Elle may have notified to the Supplier as its proper address for service.

35.3 Any notice to be given to the Supplier shall be sent to its registered office or the address of the Supplier stated on the last Purchase order, or the last known address notified in writing to Van Elle by the Supplier as being its proper address for service.

35.4 Notices given in accordance with this Clause 35 shall be deemed to have been received:

(i) 48 hours after posting (exclusive of the day of posting) if sent by first class prepaid post;

(ii) on the day of delivery if delivered by hand; or

(iii) at the time of transmission if sent by email provided that a confirming copy is sent by first class prepaid post to the other party within 24 hours after transmission.

36. WAIVER

No delay or omission by Van Elle in exercising any of its rights or remedies under the Contract or under any applicable law on any occasion shall be deemed a waiver of, or bar to, the exercise of such right or remedy or any other right or remedy upon any other occasion.

37. HEADINGS

The headings herein are for ease of reference only and shall not affect the construction of the Contract.

38. SEVERANCE

In the event that any provision of the Contract shall be void or unenforceable by reason of any provision of applicable law, it shall be deleted, and the remaining provisions hereof shall continue in full force and effect and, if necessary, be so amended as shall be necessary to give effect to the original intent of the Contract so far as possible.

39. CONFIDENTIALITY

39.1 The Supplier shall treat as confidential and shall not disclose to any third party without the prior written consent of Van Elle the existence of and/or the terms of the Contract and any information obtained from Van Elle or otherwise obtained in connection with the Contract ("**Confidential Information**").

39.2 The Supplier shall not use the Confidential Information for any purpose other than performance of its obligations under the Contract.

39.3 Clauses 39.1 and 39.2 shall not apply to any information to the extent that it:

(a) is or shall become part of the public domain otherwise than in consequence of any breach of the obligations in this clause or any other duty or obligation of confidence; or

(b) is already in the Supplier's possession and not under any obligation or duty of confidence.

39.4 The obligations of confidence contained in this clause shall continue after expiry or earlier termination of the Contract.

40. NO PARTNERSHIP

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of the other party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

41. ANTI-BRIBERY

41.1 The Supplier undertakes to Van Elle that it will not, and will procure that its employees and any associated person (as such term is defined in the Bribery Act 2010 and guidance which may be issued thereunder) will not, in the course of performing its obligations under this Contract, knowingly engage in any activity which would constitute a breach of the Bribery Act 2010 and that it has in place a compliance programme designed to ensure compliance with the terms of the Bribery Act 2010 and has and will maintain in place, adequate procedures designed to prevent any of its third party contractors sub-Contractors or any other associated person from undertaking any conduct that would give rise to an offence under the Bribery Act 2010.

41.2 The Supplier shall be liable to Van Elle in the event of any breach of this clause 41 and shall fully indemnify Van Elle for any costs, losses damages or expenses of such breach howsoever arising.

41.3 Without prejudice to any other of Van Elle's rights in connection with the Contract a breach of clause 41 by the Supplier or any associated person shall entitle Van Elle to terminate the Suppliers engagement under the Contract immediately and the Supplier shall be liable to Van Elle for all costs, losses, demands, damages, claims and expenses it suffers as a consequence.

42. VAN ELLE TRADEMARKS

"Van Elle" and its various logos are registered trademarks. Unless Van Elle has given its prior written consent the Supplier shall not use any of Van Elle's trademarks (registered or otherwise). Any written consent of Van Elle to use any trademarks shall be deemed to be under licence which Van Elle may terminate at any time by giving prior written notice to the Supplier.

43. GENERAL CONDITIONS

43.1 Van Elle may revise these Conditions (Conditions in force) on Van Elle's website.

43.2 Each time Van Elle may order Goods and/or Plant and/or Services from the Supplier, the version of these Conditions in force at that time will apply.

43.3 The parties agree that prior dealings do not create implied or express terms and each Framework Agreement and Purchase Order to it or Stand-Alone Purchase Order or Contract (as the case may be) shall be a discreet agreement save for the other terms of these Conditions.

43.4 The Supplier shall be deemed to have full knowledge of the provisions of the Main Contract (other than the details of the Contractor's rates and prices) and the Contractor shall, if so requested by the Supplier, provide the Supplier with a true copy of the Main Contract (less such details), at the Suppliers expense. The Contractor shall on request provide the Supplier with a copy of the Main Contract.

43.5 Save where the provisions of the contract otherwise require, the Supplier shall so execute, complete and maintain the Contract that no act or omission of his in relation thereto shall constitute, cause or contribute to any breach by the Contractor of any of his obligations under the Main Contract and the Supplier shall, save as aforesaid, assume and perform hereunder all the obligations and liabilities of the Contractor under the Main Contract in relation to the contract. Nothing herein shall be construed as creating any privity of contract between the Supplier and the Employer.

43.6 The Supplier shall indemnify the Contractor against every liability which the Contractor may incur to any other person whatsoever and against all claims, demands, proceedings, damages, costs and expenses made against or incurred by the Contractor by reason of any breach by the Supplier of the Contract.

43.7 The Supplier hereby acknowledges that any breach by him of the Contract may result in the Contractor's committing breaches of and becoming liable in damages under the Main Contract and other contracts made by him in connection with the Main Works and may occasion further loss or expense to the Contractor in connection with the Main Works and all such damages loss and expense are hereby agreed to be within the contemplation of the parties as being probable results of any such breach by the Supplier.

44 MODERN SLAVERY

44.1 The Supplier shall comply and ensure that each of its employees, suppliers, subcontractors of any tier, servants and agents shall comply with the Modern Slavery Act 2015 and Van Elle's Modern Slavery Act Transparency Statement, and Procurement Policy, as it may from time-to-time update – copies of which are available on request or via its website.

44.2 Van Elle may terminate the supplier's engagement under the Contract with immediate effect if the Supplier commits a breach of Van Elle's Anti-Slavery Policy or breach of this clause 44.

44.3 The Supplier shall permit Van Elle and its third-party representatives on reasonable notice but without notice in the case of any reasonably suspected breach of the Suppliers breach of this clause 44 to have access to and take copies of the Suppliers records and any other information and to meet with the Supplier to audit the Suppliers compliance with its obligations under this clause 44

45 APPLICATIIONS FOR PAYMENT (if required)

Without prejudice to clause 7 of this Contract, if Van Elle require the Supplier to make an application for payment for Van Elle approval and Van Elle are to approve the application by use of payment certificate or other means, prior to the Supplier issuing an invoice, such requirements shall be specified by Van Elle in the Framework, Call off Purchase Order or Stand Alone Purchase order.