

Charterhouse Group

Purchasing Terms & Conditions

These Purchasing Terms & Conditions apply to Charterhouse's procurement of goods and services from our suppliers. For Charterhouse's Customer Terms & Conditions please visit <https://cvgdgroup.com/legal/>.

1. Definitions

1.1. In this document the following words will have the following meanings:

- (a) **"Agreement"** means these Terms and Conditions together with the terms of any applicable Purchase Order;
- (b) **"Charterhouse"** means Charterhouse Voice & Data Limited, with company number 02804354, and with registered address at 34-37 Liverpool Street, EC2M 7PP;
- (c) **"Intellectual Property Rights"** means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;
- (d) **"Purchase Order"** means the standard Charterhouse document which describing the goods and/or services to be provided by the Supplier and which provides a maximum value payable by Charterhouse to the Supplier;
- (e) **"Statement of Work"** means a statement setting out the services to be delivered pursuant to a Purchase Order together with information on milestones, timelines, responsible persons, dependencies and other applicable information;
- (f) **"Supplier"** means the organisation or person who supplies goods and/or services to Charterhouse;
- (g) **"Supplier Code of Conduct"** means the Charterhouse Supplier Code of Conduct as amended from time to time;
- (h) **"Supplier Personnel"** means employee or contractors supplied by the Supplier to provide services;

1.2. Interpretation:

Unless the context otherwise requires:

- (a) Charterhouse and the Supplier shall each be a **"Party"**, and together, the **"Parties"**, and references to a Party shall include its successors and permitted assigns;
- (b) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (c) any words following the terms include, including, in particular, for example, or any other similar expressions, shall be construed as illustrative and shall not limit the sense of the words, description, definition, or phrase preceding those terms;
- (d) A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time, and includes all subordinate legislation made under that legislative provision; and
- (e) A reference to writing or written includes email.

2. General

- 2.1. These Terms and Conditions shall apply to all contracts for the supply of goods and/or services by the Supplier pursuant to one or more Purchase Orders.
- 2.2. Where it is agreed that the Supplier shall supply goods and/or services, the goods and/or services to be supplied, the price payable and any other special terms agreed between the parties shall be set out in the Purchase Order. All Purchase Orders shall be subject to these Terms and Conditions.
- 2.3. Where applicable, the Parties will agree a Statement of Work, which shall be deemed incorporated into this Agreement.
- 2.4. No changes or variations to these Terms and conditions or any Purchase Order shall be effective unless agreed in writing between the parties.
- 2.5. Where the services provided by the Supplier are recurring, they shall continue for the period of time indicated on the Purchase Order. The services shall not automatically renew beyond the initial term unless Charterhouse provides prior written notice that it intends to renew.

3. Price and Payment

- 3.1. The price and any taxes and expenses for the goods and/or services shall be as specified in the Purchase Order.
- 3.2. Unless otherwise set out in the Purchase Order, an invoice shall be produced by the Supplier to Charterhouse following delivery of the goods, completion of the services, or completion of an agreed milestone. In the case of recurring services, these shall be invoiced monthly/quarterly/annually in arrears, as agreed.
- 3.3. All invoices must quote a valid purchase order number for payment to be made. All invoices must be sent electronically to accountspayable@cvgdgroup.com. Any invoices received without a valid purchase order will be returned unpaid.
- 3.4. Payment terms are net 30 days from date of receipt of invoice unless otherwise agreed with Charterhouse and specified within the Purchase Order.

3.5. Charterhouse shall not be responsible for any expenses, charges or price other than those set out in the Purchase Order.

3.6. If the parties agree that the Supplier is to provide goods and/or services or resources in addition to those specified in a Purchase Order, then such agreement will be reflected in a further Purchase Order, which will be deemed incorporated into this Agreement.

3.7. Once a Purchase Order has been agreed by Charterhouse the price for the goods and/or services shall be fixed.

3.8. Charterhouse shall be entitled to set-off against the price any sums owed to Charterhouse by the Supplier under the Agreement, or any other dealings between Charterhouse and the Supplier.

4. Warranty

4.1. The Supplier warrants and guarantees that all goods and materials supplied under this Agreement shall be free from defects, patent or latent, in material and workmanship, conform to applicable specifications and drawing and, to the extent that detailed designs were not provided to Charterhouse, will be free from design defects and in every aspect suitable for the purposes intended by Charterhouse of any designs provided by the Supplier shall not relieve the Supplier of its obligations under any provision contained in this clause.

4.2. The Suppliers obligations under this clause shall extend to any defect or non-conformity arising or manifesting itself within 12 months from delivery. Where the Supplier is not the manufacturer of goods, the Supplier shall endeavour to transfer to Charterhouse the benefit of any warranty or guarantee given to the Supplier.

4.3. Where there is a breach of warranty contained in this clause by the Supplier, Charterhouse, without thereby waiving any rights or remedies otherwise provided by law and/or elsewhere in this Agreement, may require the Supplier to repair or replace the defective goods, or re-perform the services, at the Suppliers risk and expense or repay the price or part of the price relating to the defect to Charterhouse.

4.4. Items repaired or replaced shall be subject to these terms and conditions in the same manner as those originally delivered under this Agreement. If the Supplier refuses or fails promptly to repair or replace items when requested under this provision, Charterhouse may itself, or through an agent or sub-contractor, or otherwise, repair or replace any item itself and the Supplier agrees to reimburse Charterhouse for any costs or expenses incurred.

5. Delivery

5.1. Delivery of the goods shall be made to such location as Charterhouse shall direct. Unless otherwise set out in a Purchase Order, the costs of carriage shall be deemed included in the purchase price set out on the Purchase Order. The time of delivery of the goods and/or services is of the essence of the Agreement. Charterhouse shall be entitled to cancel, without notice, the whole or any part of this Agreement if this clause is not complied with by the Supplier.

5.2. Where Charterhouse cancels the whole or part of the contract in accordance with clause 5.1:

- (a) All sums payable by Charterhouse in relation to the whole or part of the contract cancelled shall cease to become payable;
- (b) All sums paid by Charterhouse in relation to the whole or part of the contract cancelled shall be repaid by the Supplier immediately; and
- (c) Charterhouse shall be entitled to recover damages from the Supplier for any loss caused as a result of the Supplier's failure to deliver the goods and/or as a result of the cancellation of the whole or part of the contract.

6. Title

6.1. The Supplier warrants that it has good title to the goods and that it will transfer such title as it may have in the goods to Charterhouse pursuant to clause 6.2.

6.2. Title in the goods will pass to Charterhouse when the goods are unconditionally appropriated (by either party or by or with the consent of either party) to this Agreement, or on delivery to Charterhouse, whichever happens first.

7. Risk

7.1. The goods will be and shall remain at the Supplier's risk until such time as they are delivered to Charterhouse (or at Charterhouse's direction) and are found to be in accordance with the requirements of this Agreement. It shall be the duty of the Supplier at all times to maintain a contract of insurance over the goods and, on request from Charterhouse, to assign to Charterhouse the benefits of such insurance.

8. Inspection of Goods or Acceptance of Services

- 8.1. Charterhouse shall inspect the goods within ten (10) working days of delivery.
- 8.2. Where goods are damaged Charterhouse shall notify the Supplier. Charterhouse may reject the damaged goods and the following provisions shall apply:
- (a) The Supplier shall collect the damaged goods from Charterhouse at the Supplier's expense;
 - (b) during the period between delivery of the goods to Charterhouse and collection by the Supplier, Charterhouse shall not be liable for any loss or further damage caused to the damaged goods;
 - (c) All sums payable by Charterhouse in relation to the damaged goods shall cease to become payable;
 - (d) All sums paid by Charterhouse in relation to the damaged goods shall be repaid by the Supplier immediately; and
 - (e) Charterhouse shall be entitled to claim damages from the Supplier for any losses caused to Charterhouse as a result of the goods being damaged.
- 8.3. Where there are shortages in the order Charterhouse shall notify the Supplier and the following provisions shall apply:
- (a) All sums payable by Charterhouse in relation to the missing goods shall cease to become payable;
 - (b) All sums paid by Charterhouse in relation to the missing goods shall be repaid by the Supplier immediately; and
 - (c) Charterhouse shall be entitled to claim damages from the Supplier for any losses caused to Charterhouse as a result of the shortages.
- 8.4. If Charterhouse so requests, the Supplier shall immediately replace damaged goods or supply goods which are missing at the Supplier's expense or Charterhouse shall be entitled to cancel, without notice, the whole or any unexecuted part of the order and the rights referred to in clause 5.2 shall apply.
- 8.5. Where there is an excess of goods in relation to the order Charterhouse may reject the excess goods by notice in writing to the Supplier and the following provisions shall apply:
- (a) The Supplier shall collect the excess goods from Charterhouse at the Supplier's expense;
 - (b) During the period between delivery of the goods and collection by the Supplier, Charterhouse shall not be liable for any loss or damage caused to the excess goods; and
 - (c) No sum shall be due to the Supplier for the excess goods and in the event that sums are paid to the Supplier for the excess goods, the Supplier shall repay such sums to Charterhouse immediately.
- 8.6. Charterhouse may accept excess goods by notifying the Supplier of such acceptance and the price of the excess goods shall be payable by Charterhouse.
- 8.7. The Supplier shall repair or replace free of charge, goods damaged or lost in transit upon receiving notice to that effect from Charterhouse.
- 8.8. Charterhouse's signature on any delivery note of the Supplier is evidence of the number of packages received only and not evidence of the correct quantity of goods received or that the goods are in a good condition or of the correct quality.
- 8.9. Following delivery of the goods and/or services, Charterhouse (or the end-customer where the Supplier is a subcontractor for Charterhouse) may conduct acceptance tests to confirm that the goods and/or services were delivered in accordance with the specification and this Agreement. The Supplier shall co-operate with, and provide all necessary information to support, such acceptance tests. In the event Charterhouse or the end customer (as applicable) determines that the acceptance tests have not been passed, the Supplier shall promptly correct the issues identified, unless an alternative remedy has been agreed.
9. **Confidentiality**
- 9.1. The Supplier shall keep confidential and shall cause its personnel, agents or subcontractors to keep confidential, any and all information obtained from Charterhouse pursuant to a Purchase Order or tender or otherwise acquired by Supplier pursuant to the delivery of Goods or performance of the Services. Supplier shall not divulge any such information to any third party (except to its personnel, agents or subcontractors with a strict need to know and for the sole purpose of fulfilling the Purchase Order and provided such third parties are made aware of the confidentiality of such information).
- 9.2. Each party shall comply with the obligations imposed on it by the General Data Protection Regulation (2016/679) ("GDPR"), Data Protection Act 2018 ("DPA"), and all local laws or regulations implementing or supplementing the GDPR and/or DPA, and where the Supplier is a data processor for Charterhouse, the Supplier shall comply with Schedule 1 in connection with the performance of the services.

10. Supplier's Obligations

- 10.1. The Supplier shall comply with the Supplier Code of Conduct. A breach of the Supplier Code of Conduct will be deemed a material breach of this Agreement.
- 10.2. The Supplier warrants, represents and undertakes that:
- (a) All services performed under this Agreement shall be performed with all due skill and care, in a good and workmanlike manner and otherwise in line with best practice within its industry ("Best Industry Practice");
 - (b) The Supplier Personnel will possess the qualifications, professional competence and experience to carry out such services in accordance with Best Industry Practice;
 - (c) The services will not in any way infringe or violate any Intellectual Property Rights, trade secrets or rights in proprietary information, nor any contractual, employment or property rights, duties of non-disclosure or other rights of any third parties; and
 - (d) It has full capacity and authority to enter into this Agreement and that it has or will obtain prior to the commencement of the services, any necessary licences, consents and permits required of it for the performance of the services.
- 10.3. Where the Supplier is performing services as a subcontractor to Charterhouse to a Charterhouse end-customer, the Supplier shall follow all reasonable instructions of Charterhouse, including without limitation: health and safety, policies and procedures, security measures, acceptance tests, delivery timetables, and any other requirements imposed upon Charterhouse by the end-customer notified to the Supplier.
- 10.4. The Supplier shall provide Charterhouse with such progress reports, evidence or other information concerning the services as may be requested by Charterhouse from time to time.
- 10.5. The Supplier shall be responsible for maintaining such insurance policies in connection with the provision of the services as may be appropriate or as Charterhouse may require from time to time.
- 10.6. The Supplier shall procure that the Supplier Personnel take all reasonable steps to safeguard their own safety and the safety of any other person who may be affected by their actions, and the Supplier agrees to indemnify and keep indemnified Charterhouse from all and any liabilities, obligations, costs and expenses whatsoever arising from any loss, damage or injury caused to Charterhouse or any third party by the Supplier Personnel.

11. Status and Liabilities

- 11.1. It is expressly understood that neither the Supplier nor the Supplier Personnel have the authority to act as agent for Charterhouse or to contract on Charterhouse's behalf.
- 11.2. The Supplier Personnel shall at no time be deemed to be employed or otherwise engaged by Charterhouse.
- 11.3. The Supplier shall be responsible for paying the Supplier Personnel and for making any deductions required by law in respect of income tax and National Insurance contributions or similar contributions relating to the provision of the services. The Supplier agrees to indemnify Charterhouse in respect of any claims that may be made by the relevant authorities against Charterhouse in respect of tax demands or National Insurance or similar contributions relating to the provision of the services by the Supplier.
- 11.4. The Supplier shall comply with all applicable statutes, rules and regulations in providing the services, including all immigration and employment requirements imposed by any applicable jurisdiction, and the Supplier shall indemnify and hold harmless Charterhouse from damages arising out of any failure to do so.
- 11.5. Nothing in this Agreement shall be construed as restricting or excluding either Party's liability for fraud or for personal injury or death resulting from its negligence.
- 11.6. The Supplier agrees to indemnify Charterhouse against all claims, costs and expenses which Charterhouse may incur and which arise, directly or indirectly, from the Supplier's breach of any of its obligations under this Agreement.
- 11.7. Charterhouse's liability, whether in respect of breach of contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total fees for the goods and/or services with respect to which the liability arises.

12. Termination

- 12.1. Charterhouse may terminate this Agreement for any reason by providing fourteen (14) days prior written notice to the Supplier, and Charterhouse shall pay for all goods and/or services properly delivered up to the effective date of termination.
- 12.2. Charterhouse may terminate this Agreement with immediate effect by providing written notice to the Supplier if:
- (a) The Supplier commit any material or persistent breach of this Agreement;

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- (b) The Supplier fails to or refuses after written warning to procure the services properly required of them in accordance with this Agreement;
 - (c) The Supplier passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
 - (d) The Supplier ceases to carry on its business or substantially the whole of its business; or
 - (e) The Supplier is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- 13. Intellectual Property Rights**
- 13.1.** All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of Charterhouse, and the Supplier shall do all that is reasonably necessary to ensure that such rights vest in Charterhouse by the execution of appropriate instruments or the making of agreements with third parties.
- 14. Force Majeure**
- 14.1.** Charterhouse shall not be liable for any delay or failure to perform any of its obligations under this Agreement if the delay or failure results from events or circumstances beyond its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, flood or industrial disputes, and Charterhouse shall be entitled to a reasonable extension of its obligations.
- 15. Relationship of Parties**
- 15.1.** Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in this Agreement shall be deemed to construe either of the parties as the agent of the other.
- 16. Assignment**

- 16.1.** The Supplier shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of Charterhouse.
- 17. Severability**
- 17.1.** If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.
- 18. Waiver**
- 18.1.** No failure by Charterhouse to enforce any of these Terms and Conditions shall constitute a waiver of its rights hereunder.
- 19. Notices**
- 19.1.** Any notice to be given by either party to the other may be served by email or by post to the address of the other party given in the Purchase Order or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by post shall be deemed to have been delivered in the ordinary course of post.
- 20. No Third Parties**
- 20.1.** Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.
- 21. Entire Agreement**
- 21.1.** This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.
- 22. Governing Law and Jurisdiction**
- 22.1.** This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

1. Application, Definitions, and Interpretation

- 1.1. This data processing annex ("DPA") is made effective from the date of the Agreement and forms part of the contract between the Parties to the exclusion of any pre-existing provisions relating to the subject matter herein. Save as otherwise set out in this DPA, the Agreement shall remain in full force and effect.
- 1.2. Capitalised terms used but not defined in this DPA shall have the meanings as set out in the Agreement, and capitalised terms used as defined below shall have the meaning set out in this DPA. To the extent of any conflict between a defined term in this DPA and in the Agreement, for the purposes of this DPA only, the defined terms set out in this DPA shall prevail.
- 1.3. Definitions:
 - (a) "Charterhouse" means Charterhouse Voice & Data Limited;
 - (b) "Data Processing Instructions" means the Processing activities which may be performed by the Processor in relation to Personal Data, as set out in the Schedule;
 - (c) "Data Protection Legislation" means the Data Protection Act 2018, and UK GDPR, and any other applicable data protection legislation, each as amended, supplemented, or replaced from time to time;
 - (d) "Processor" means the Charterhouse supplier engaged through the Agreement, as identified in the purchase order to which this Agreement is incorporated;
 - (e) "Services" means the services set out in an Order Form;
 - (f) "Standard Contractual Clauses" means model clauses approved by the Supervisory Authority, as amended, replaced and updated from time to time, which enable the export of Personal Data to a territory has not been deemed adequate for data protection purposes under Data Protection Legislation;
 - (g) "Subprocessor" means any person or entity appointed by or on behalf of the Processor to process personal data on behalf of the Controller;
 - (h) "Supervisory Authority" means, in the case of the United Kingdom, the Information Commissioner;
 - (i) "Territory" means the United Kingdom and European Economic Area; and
 - (j) "UK GDPR" means the retained version of Regulation (EU) 2016/679 ("GDPR") as it forms part of the law of the United Kingdom, by virtue of section 3 of the European Union (Withdrawal) Act 2018, and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419);
- 1.4. "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Personal Data Breach", and "Processing" shall have the meanings set out in Data Protection Legislation.
- 1.5. The rules of interpretation set out in the Agreement shall apply to this DPA.

2. Relationship between the Parties

- 2.1. Where the Processor provides any Services to Charterhouse which involves any of the activities set out in the Data Processing Instructions, Charterhouse instructs the Processor, to Process the Personal Data in accordance with this DPA.
- 2.2. Depending on the circumstances set out in the Data Processing Instructions, Charterhouse may be either be a Data Controller, or a Data Processor acting on behalf of a Data Controller. If the latter, Charterhouse appoints the Processor as its subprocessor.

3. Data Processing

- 3.1. Each Party shall comply with Data Protection Legislation as it relates to the Agreement.
- 3.2. Charterhouse is solely responsible for establishing the lawful basis for the processing of Personal Data by Charterhouse under the Agreement, including where applicable the obtaining of all necessary consents from Data Subjects, and shall notify the Processor on request of the applicable lawful basis for any processing the Processor is required to perform.
- 3.3. In respect of the Processing of Personal Data, the Processor shall:
 - (a) only act on the documented written instructions of Charterhouse;
 - (b) immediately inform Charterhouse if, in its opinion, an instruction infringes Data Protection Legislation; and
 - (c) only process Personal Data other than in accordance with clause 3.3(a) only if required to do so by law, in which case the Processor shall inform Charterhouse of the relevant legal requirement before processing (unless that legal requirement prohibits such information being provided to Charterhouse on the grounds of public interest).
- 3.4. The Data Processing Instructions sets out the subject matter and other details regarding the Processing of the Personal Data contemplated as part of the Services, including Data Subjects,

categories of Personal Data, special categories of Personal Data, Subprocessors and description of Processing. Charterhouse may update the Data Processing Instructions from time to time to reflect changes to the processing instructions.

4. Processor Personnel

- 4.1. The Processor shall ensure that persons authorised to undertake Processing of Personal Data have:
 - (a) committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality; and
 - (b) undertaken appropriate training in relation data protection;

5. Security

- 5.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Processor shall in relation to the Personal Data implement appropriate technical and organisational measures designed to provide a level of security appropriate to that risk in the provision of the Services.

6. Subprocessing

- 6.1. Charterhouse acknowledges that the Services may involve the appointment of Subprocessors, as further outlined in the Data Processing Instructions. Charterhouse authorises the appointment of such Subprocessors in accordance with this DPA, including data centre operators, cloud service providers and support providers, in each case where applicable to support the delivery of the Services.
- 6.2. Where Subprocessors are engaged, the Processor shall:
 - (a) inform the controller of any intended changes concerning the addition or replacement of Subprocessors;
 - (b) implement a written contract containing substantially similar data protection obligations as set out in this agreement, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Data Protection Legislation; and
 - (c) remain liable to Charterhouse for the performance of the Subprocessor's obligations.
- 6.3. The Processor must seek Charterhouse's prior approval before making any changes to Subprocessors.

7. Assisting Charterhouse

- 7.1. The Processor shall, having regard to the nature of the Services, the Processing, and the information available to the Processor, provide reasonable assistance to Charterhouse upon written request:
 - (a) in meeting Charterhouse's obligations under the Data Protection Legislation with respect to data security, breach notification, data protection impact assessments and prior consultation with or notification to a competent data protection supervisory authority;
 - (b) by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Charterhouse's obligation to respond to requests for exercising the Data Subject's rights, as provided for in Data Protection Legislation; and
 - (c) makes available to Charterhouse all information necessary to demonstrate compliance with the obligations laid down in this DPA and allow for and contribute to audits, including inspections, conducted by Charterhouse or another auditor mandated by Charterhouse.

8. Personal Data Breach

- 8.1. The Processor shall notify Charterhouse without undue delay upon becoming aware of a Personal Data Breach, providing Charterhouse with sufficient information to allow Charterhouse to meet any obligations to report or inform Data Subjects of the Personal Data Breach under Data Protection Legislation. Such notification shall at a minimum:
 - (a) describe the nature of the Personal Data Breach, the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned;
 - (b) communicate the name and contact details of the Processor's data protection officer or other relevant contact from whom more information may be obtained;
 - (c) describe the likely consequences of the Personal Data Breach in so far as the Processor is able to ascertain having regard to the nature of the Services and the Personal Data Breach; and
 - (d) describe the measures taken or proposed to be taken to address the Personal Data Breach.
- 8.2. The Processor shall co-operate with Charterhouse and take such reasonable steps as are necessary to assist in the investigation, mitigation, and remediation of each such Personal Data Breach.
- 8.3. Where and in so far as, it is not possible to provide the information referred to in this paragraph 8.1 at the same time, the information may be provided in phases without further undue delay.

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9. Deletion or Return of Personal Data

- 9.1. At Charterhouse's option, the Processor will either delete or return Personal Data at any time or at the expiry of the Agreement.
- 9.2. The Processor shall provide written confirmation to Charterhouse that it has fully complied with this Section 9 within thirty (30) days of Charterhouse's request for such confirmation.
- 9.3. The Processor may retain Personal Data to the extent required by Data Protection Legislation and only to the extent and for such period as required by Data Protection.

10. International Data Transfers

- 10.1. The Processor will only export Personal Data outside of the Territory with the prior approval of Charterhouse, and:
 - (a) where the recipient is in a jurisdiction deemed to have an adequate level of data protection;
 - (b) where the recipient has binding corporate rules;
 - (c) where the recipient is subject to Standard Contractual Clauses; or
 - (d) where the recipient is subject to a code of conduct or approved certification mechanism,in each case, in a form, or otherwise, as approved by the Supervisory Authority.

11. Indemnity

- 11.1. The Supplier agrees to indemnify Charterhouse and keep indemnified and defend at its own expense against all costs, claims, damages or expenses incurred by Charterhouse or for which Charterhouse may become liable due to any failure by the Supplier or its personnel to comply with the Data Protection Legislation or any of its other obligations under this Schedule.
- 11.2. The Supplier shall take out insurance sufficient to cover any payment that may be required under paragraph 11.1 and produce the policy and receipt for premium paid, to Charterhouse on request.

12. Notices

- 12.1. Charterhouse's Data Protection Officer can be contacted by email at privacy@cvdgroup.com. The Processor will confirm their primary point of contact upon request or as set out in the Agreement.

Annex 1 - Data Processing Instructions

Table to be populated by the Processor and reviewed by Charterhouse.	
Processing Activity	
Categories of Personal Data	
Special Category Data	
Data Subjects	
Duration of Processing	
Third Party Vendors (Subprocessors)	