

A 3D rendering of a white flower, possibly a lily, with several petals. A semi-transparent cyan rectangular box is overlaid on the left side of the image, containing white text. The background is white.

# **General Terms and Conditions for the Purchase of Services and Goods**

**Liberty Global Europe Limited**  
2017

# General Terms and Conditions for the Purchase of Goods and Services

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## 1. Definitions

1.1. In these conditions the "**Purchaser**" shall mean the Liberty Global Europe Limited, a private limited company incorporated in England and Wales with company number 3422231, being the company issuing and named in a written purchase "**Order**" and the "**Supplier**" shall mean the company or person to whom the Order is addressed and issued. These terms and conditions shall govern the sale or supply of goods (including software) and/or services by the Supplier and shall be deemed incorporated in any contract between the Purchaser and the Supplier for the sale or supply to the Purchaser of goods (including software) or services. Any terms and conditions on any acknowledgement, delivery note, invoice, quotation (including where such quotation is included or referred to in the Order) or other document shall not apply. In the case of conflict, these terms and conditions shall take precedence over any other terms included or referred to in an Order, unless expressly stated otherwise in the Order.

1.2. For the purpose of these conditions, (i) "intellectual property rights" shall mean: (a) patents (granted and applications therefor), trademarks (granted and applications therefor), service marks, registered and unregistered designs, applications for any of those rights, rights in semi-conductor topographies, trade and business names (including but not limited to internet domain names, email address names and social media account names), unregistered trademarks and service marks, copyrights (including future copyright), neighbouring rights (including future neighbouring rights), know-how, database rights, rights in designs and inventions and rights of confidentiality and/or trade secrets; (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a) above; and (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) above, in each case in any jurisdiction, (ii) "applicable law" means the governing laws and all statutes, laws, regulations, ordinances, rules, codes, decrees, directives, and administrative orders of any governmental authority of any nation, governmental union, federation or other association of nations, whether in existence as of the effective date or enacted during the term of the relevant Contract, which are or may be mandatorily applicable to the obligations of a party under these conditions, respectively and includes, without limitation, all European Union laws.

## 2. Acceptance of Order

2.1. Unless otherwise expressly agreed in writing between the Purchaser and the Supplier, the Purchaser shall be under no legal obligation or financial commitment in respect of, and the Supplier shall not be under any obligation to deliver, goods and/or services unless and until the corresponding Order relating to the relevant goods and/or services has been issued by the Purchaser and accepted in accordance with these conditions.

2.2. The Purchaser shall have the right to revoke the Order without liability unless accepted by the Supplier within fourteen (14) days from the date of the Order. Acceptance of the Order constitutes a contract which incorporates these terms and conditions "**Contract**". Failure to accept the Order in writing or otherwise will not prevent the Supplier's implied acceptance of the Order and these terms and conditions by conduct. No variation, amendment or addition to the Order or these terms and conditions by the Supplier shall form part of the Contract unless expressly accepted by the Purchaser in writing.

2.3. The Supplier shall ensure that the information contained in an Order is correct prior to acceptance. Once accepted by the Supplier, the Supplier shall not be entitled to cancel and/or delay delivery in reliance on any missing information.

## 3. Delivery

3.1. The date of delivery of goods and the provision of any services shall be prompt and in any case as specified on the Order unless otherwise agreed in writing between the Purchaser and the Supplier. The Supplier shall immediately give notice to the Purchaser of any likely delay in delivery of which it becomes aware.

3.2. If the Supplier is late with any delivery of goods or provision of any services the Purchaser shall have the right to terminate the Contract (without liability to the Purchaser) at any time before delivery of the goods or provision of the services (as applicable) and, where specified on the Order, the Purchaser shall be entitled to payment of liquidated damages by the Supplier on the basis specified on the Order. Any such liquidated damages are a commercially agreed genuine pre-estimate of loss caused to the Purchaser as a result of delay but are not intended to reflect the full extent of such losses as may be incurred and



recoverable from the Supplier.

- 3.3. The Supplier shall comply with all applicable laws, regulations or other legal requirements concerning the manufacture, packaging, packing, labelling, storage and delivery of the goods. The Order number must be quoted by the Supplier on all delivery notes, invoices, advice notes, correspondence, packing lists and containers. The Supplier shall provide the Purchaser in reasonable time before delivery of any goods such written information and assistance as may be reasonably necessary to enable the Purchaser to prepare for receipt and/or installation of those goods (including any information in respect of necessary environmental and operational conditions for operation of the goods).
- 3.4. The goods, properly packed and secured in such manner as to reach their destination in good condition under normal conditions of transport, shall be delivered or dispatched for delivery by the Supplier at its own cost and risk to the address of the Purchaser specified on the Order or as the Purchaser shall otherwise specify. Delivery shall be made between the hours of 8.30 am and 5.00 pm (London time) Monday to Friday (inclusive), bank and public holidays excepted unless agreed otherwise.
- 3.5. No charge shall be payable by the Purchaser for packing or crating materials or services, cartons, containers, carriage, storage or unloading unless such charge is expressly specified in writing in the Order.
- 3.6. Following delivery of the goods, unloading and unpacking by the Purchaser the Supplier shall, if so requested by the Purchaser, collect and remove the discarded packaging.
- 3.7. The Supplier shall, upon receiving notice to that effect from the Purchaser, repair or replace free of charge goods damaged or lost in transit and due delivery of the goods shall not be deemed to have taken place until replacement or repaired goods have been delivered by the Supplier to the Purchaser. The Purchaser reserves the right to hold such damaged goods at the Supplier's risk or to return them at the risk and expense of the Supplier.
- 3.8. The Supplier shall, on demand, provide any reasonable advice, co-operation or assistance in connection with the Purchaser's enjoyment of use of goods, materials or services provided under the Contract.

#### **4. Acceptance**

- 4.1. The Supplier shall afford the Purchaser or its agents every facility for inspection and/or testing of (i) the goods and of any raw or finished materials or work before, during and after manufacture or production, and/or (ii) the deliverables provided under the services at any time, before, during or after the period for delivery of the services.
- 4.2. The Purchaser shall be entitled to reject any goods, materials, deliverables or work which do not comply with the standard required or the terms expressed or implied in the Contract as to quality, quantity, condition, fitness for purpose, description or otherwise. The Purchaser shall remain entitled to reject any goods, materials, deliverables or work upon delivery or performance or within a reasonable time thereafter, and goods, materials, deliverables or work so rejected will be returned at the Supplier's expense and risk. The Purchaser shall not be deemed to have accepted the goods, materials, deliverables or work until it has had a reasonable opportunity to inspect and/or test the goods, materials, deliverables or work following delivery or, if later, within a reasonable time after any latent defect in the goods, materials, deliverables or work has become apparent to the Purchaser.
- 4.3. Unless within a reasonable time of receipt of notice of rejection the Supplier collects the goods or materials or deliverables, the Purchaser may dispose of them as the Purchaser shall think fit provided that if the Purchaser sells the goods the Purchaser shall account to the Supplier for the net proceeds of such sale.

#### **5. Work on Purchaser's Premises**

- 5.1. Where any Contract involves work being carried out on or delivery at the Purchaser's premises the Supplier and its employees, agents and sub-contractors shall observe all statutory rules and regulations and all of the Purchaser's applicable policies, rules and regulations. The Purchaser may refuse to admit or may order the removal of any person who in its reasonable opinion is not fit to be on the premises. The Supplier shall, promptly following request from the Purchaser, notify the Purchaser in writing with details of all of its employees, agents and sub-contractors who are working at the Purchaser's premises (or those of its affiliates).



## 6. Price

- 6.1.** The price of the goods and the services shall be as stated in the Order and, unless otherwise so stated, shall be: (a) exclusive of any applicable UK value added tax; and (b) inclusive of all other charges and costs (including of packaging, packing, shipping, carriage, insurance and delivery) and of any duties, taxes or levies other than UK value added tax; and (c) full and exclusive remuneration of the Supplier for performance of its obligations under the Contract.
- 6.2.** No increase in the price of the goods or services may be made (whether on account of additional effort, additional or increased material, labour or transport costs, fluctuation in rate of exchange, indexation or otherwise) without the prior consent of the Purchaser in writing.
- 6.3.** The Supplier shall invoice the Purchaser after consignment of goods or the provision of services being properly delivered or made and accepted by the Purchaser in accordance with the Contract, unless otherwise agreed by the parties in writing (for instance, the Order may specify an alternative milestone based invoicing profile). Each invoice shall specify the amount of VAT and the relevant VAT numbers of the Purchaser and the Supplier and shall cross refer to (and attach a copy of) the Order to which such invoice relates and shall comply with any further instructions as to the form, content and means of delivery of the relevant invoice as shall be set out in the Order or otherwise agreed by the Purchaser and the Supplier. It is recognised that the Purchaser operates a weekly payment run for payment of its suppliers. Payment of the undisputed price shall be made within ninety (90) days of the date of receipt of the Supplier's correct invoice (or, if the last day of such ninety (90) day period does not fall on a payment run, the date of the next payment run immediately following the expiry of such ninety (90) day period).
- 6.4.** Unless otherwise agreed, a separate invoice must be rendered for each individual consignment of goods or each distinguishable element of services and all invoices must quote the Order number.
- 6.5.** The Purchaser shall be entitled to set off against the price any sums owed to the Purchaser or any other member of the Liberty Global group by the Supplier on any account whatsoever.
- 6.6.** In the event that any undisputed payment due under this contract is not made on the due date the defaulting party shall pay to the other (if demanded) interest on the amount outstanding at

the rate of 2% per annum above the base rate of National Westminster Bank plc, for the period from the due date until the date of actual payment. This rate of interest shall apply notwithstanding any higher rate of interest specified in The Late Payments of Commercial Debts (Interests) Act 1998 or any other statute, and the parties acknowledge and agree that this rate of interest represents a substantial remedy for late payment of debts.

- 6.7.** The Supplier acknowledges and agrees that in order to ensure effective management of the Purchaser's internal budgets and cash flow, it is reasonable for the Purchaser to request that the Supplier submits an invoice to the Purchaser no later than twelve (12) months following the date on which the Supplier was entitled to raise an invoice. Accordingly, the Supplier agrees that if it fails to issue an invoice to the Purchaser within twelve (12) months of the date on which the Supplier was entitled to raise an invoice, the Purchaser shall not be liable to pay the amounts that would have been due under such invoice and the Supplier shall not be entitled to recover such amounts from the Purchaser.
- 6.8.** If the Purchaser is required by applicable law to make any deduction or withholding in respect of tax or otherwise from any amounts due to the Supplier under the Contract, the Purchaser shall be entitled to make such deduction and shall pay the amount so deducted or withheld to the relevant authority within the period permitted by law and shall provide the Supplier with evidence of such payment. Payment by the Purchaser to the Supplier and the relevant authority shall constitute complete settlement of the relevant sum due to the Supplier under the Contract.
- 6.9.** Save as may be expressly agreed in the Order or otherwise expressly agreed in writing by the Purchaser and the Supplier, the price of the goods and the services shall be inclusive of (and the Purchaser shall have no obligation to reimburse the Supplier for) any costs, expenses or disbursements incurred by the Supplier in the provisions of the goods and/or services. Where the Purchaser does agree to reimburse the Supplier for travel and subsistence costs incurred in connection with the provision of services, these must be documented and reasonably incurred and the Supplier agrees to comply with the Liberty Global travel policy (available upon request) in respect of such costs.



## 7. Title

- 7.1. Property and full legal title (free from third party rights or encumbrances) in the goods and deliverables from services shall pass to the Purchaser on the earlier of delivery, payment of the purchase price or expiry of the period specified in clause 6.7, without prejudice to any right of rejection which may accrue to the Purchaser under the Contract.

## 8. Software Licence

- 8.1. The Supplier grants to the Purchaser a non-exclusive, royalty free, perpetual and irrevocable right to use any software supplied (together with any updates or new versions to that software) and any associated materials for such purposes as the Purchaser and any other Liberty Global group company may require and to sub-license any such item to the Liberty Global group's customers for the purpose of accessing and using the Liberty Global group's services. The Purchaser shall not make any copies or duplicates of any such item (unless reasonably necessary to do so for the above purposes) without the Supplier's prior written consent, save for backup and archival purposes. The Purchaser may permit third parties contracted to provide services to the Purchaser to use any such items to the extent reasonably necessary for the performance of such services. The Supplier agrees to promptly deliver up a copy of items licensed under this clause to the Purchaser on demand.

## 9. Warranty, Indemnity and Liability

- 9.1. The Supplier warrants, represents and undertakes to the Purchaser that (without prejudice to the Purchaser's rights and remedies implied by statute and common law):
- a. the Supplier has the corporate power and authority to execute, deliver and perform its obligations under the Contract and has the right to and shall supply all goods and materials free from any charges, liens or other encumbrances;
  - b. all goods and materials shall correspond strictly with description and other specification supplied or made known to the Supplier and with any sample, shall be in every respect fit for the purpose for which the Purchaser has expressly or by implication made known that it requires and shall be of satisfactory quality (which is also of a standard not less than that of previous supplies (if any) approved by the Purchaser);

- c. the goods, materials and deliverables will be free from defects in design, material, workmanship and performance and will not contain or introduce to any equipment or system any computer viruses, Trojan horses or other destructive, disruptive or nuisance computer programs;
- d. all goods and materials and the performance of any services shall comply (and enable the Liberty Global group to comply) with all current and applicable laws, directives, rules and regulatory requirements (including, without limitation, in respect of data protection);
- e. all services under the Contract will be performed by appropriately skilled, competent, qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Purchaser to expect in all the circumstances and in conformity with the specifications, requirements and (if applicable) service levels set out in the relevant Order or otherwise supplied or made known to the Supplier;
- f. the Supplier will at all times maintain insurance with a reputable insurance company against all liability under this contract and shall provide reasonable evidence of such insurance to the Purchaser on request;
- g. neither Supplier nor any of its subsidiaries, affiliates, directors, officers, employees, agents, consultants, contractors, sub-contractors or representatives (whether domestic or foreign), in the course of its actions in connection with these conditions has: (i) used or will use any funds for any unlawful contribution, gift, entertainment or other expense relating to political activity; (ii) made or will make any direct or indirect unlawful payment to any foreign or domestic government official or employee; or (iii) engaged or will engage in other behaviour that would constitute, or could be construed as, a violation of the UK Bribery Act 2010, the U.S. Foreign Corrupt Practices Act of 1977 or The U.S. Patriot Act (in each case as amended) or any other similar or equivalent law in any applicable jurisdiction; in each of (i), (ii) and (iii), if such action were taken by a person subject to such law;
- h. neither Supplier nor any of its subsidiaries, affiliates, directors, officers, employees,



agents, consultants, contractors, sub-contractors or representatives (whether domestic or foreign) is subject to any “prohibited parties list” maintained by the U.S. government or other applicable jurisdiction, or are otherwise subject to, or are doing business in countries subject to, restrictions, prohibitions, sanctions or trade embargoes;

- i. it is compliant, and shall continue to be compliant, with Liberty Global’s Code of Business Conduct and Liberty Global’s Anti-Corruption Policy (as each have been provided to the Supplier on request by the Supplier) or otherwise achieves such compliance through the implementation and enforcement of its own policies (Supplier to make a copy of such policies available to Liberty Global on request) which are materially similar to Liberty Global’s Code of Business Conduct and Liberty Global’s Anti-Corruption Policy; and
- j. where the Contract relates to the supply of goods: (1) the goods that is sells or otherwise provides to the Purchaser are free from and do not use, incorporate or contain any “conflict minerals” that have originated from the Democratic Republic of Congo (“DRC”) or an adjoining country (as such terms are defined in the conflict mineral provision of the Dodd-Frank Act and the SEC’s final rules relating thereto); and (2) the Supplier has adopted adequate and appropriate due diligence practices and guidelines in making this determination.

**9.2.** The Supplier shall indemnify the Purchaser and its affiliates in full against all liability, loss, damages, costs and expenses (including legal expenses and consequential or economic loss) suffered by or incurred by the Purchaser or its affiliates as a result of or in connection with:

- a. breach of any warranty given by the Supplier under the Contract;
- b. where clause 13 applies, any violation of any applicable Data Protection Laws by, or which are imputable to, the Supplier;
- c. any claim that the goods, materials or services infringe, or their production, importation, use, performance or resale, infringes the patent, copyright, database right, design right, trade mark or other intellectual property right of any other person;
- d. any liability under the Consumer Protection

Act 1987 or similar, equivalent or replacement legislation in respect of the goods; and/or

- e. any act or omission of the Supplier or its employees, agents or sub-contractors in supplying or delivering the goods, materials or services.

**9.3.** Neither party excludes or limits liability to the other party for fraud or for death or personal injury due to its own negligence or its employees’ or agents’ negligence whilst acting in the course of their employment or any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

**9.4.** Subject always to the provisions of Clause 9.3 and save in respect of any claim for indemnification under Clause 9.2, neither party shall be liable to the other for any type of special, indirect or consequential loss including, without limitation, any loss of profit or anticipated savings arising from:

- a. any breach of its contractual obligations under the Contract; or
- b. any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract; or
- c. even if any such loss was reasonably foreseeable or that party had been advised of the possibility of the other incurring the same.

**9.5.** Subject always to the provisions of Clause 9.3 and notwithstanding Clause 9.4, the Purchaser’s liability to the Supplier, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for any losses incurred or suffered by the Supplier shall be limited, in aggregate, to the total of the prices paid and/or payable under the Contract.

## **10. Remedy**

**10.1.** Without prejudice to any other remedy, if any goods, materials or services are not supplied or performed in accordance with the Contract, then the Purchaser shall be entitled to require the Supplier to repair the goods, materials or to supply replacement goods, materials or services in accordance with the Contract within seven (7) days or to have them so repaired or re-performed by a third party in which case the Supplier shall reimburse the Purchaser for all costs and expenses thereby incurred.



## 11. Termination

- 11.1. If the Supplier being an individual shall at any time become bankrupt or shall have a receiving order made against him/her or shall make any composition or arrangement with or for the benefit of his/her creditors, or if the Supplier being a company shall go into liquidation (not being a member's winding up for the purpose of reconstruction or amalgamation) or if a receiver shall be appointed or an encumbrancer takes possession of any of its assets or an administration order is made, or the Purchaser reasonably apprehends any of the foregoing and notifies the Supplier accordingly, the Purchaser may terminate the Contract without liability immediately upon notice in writing to the Supplier.
- 11.2. If at any time the Purchaser shall become insolvent or become the subject of a winding up order (of any type) or an administration order, or have an administrative receiver appointed (including under the Law of Property Act), or compound with its creditors, enter into a company voluntary arrangement or scheme of arrangement (in any such case other than in connection with liquidation a reconstruction or amalgamation), then the Supplier shall be entitled to terminate the Contract immediately upon notice in writing to the Supplier.
- 11.3. Either party may terminate the Contract immediately upon written notice to the other at any time if the other is in material breach of the Contract and such breach is not capable of remedy (which in the case of the Supplier shall include where the Supplier is in persistent or continuous breach of the Contract or where the Supplier has incurred liability for liquidated damages up to the level of any agreed cap on liquidated damages or where the Supplier is in breach of Clause 9.1 (g), (h) and (i)) or, if capable of remedy, if the other party fails to remedy such breach within twenty (20) days of written notice to remedy the same.
- 11.4. The Purchaser may terminate the Contract at any time by giving not less than fourteen (14) days' written notice to the Supplier, without liability.
- 11.5. On termination or expiry of the Contract, the Supplier shall return all information or materials made available by or on behalf of the Purchaser to the Supplier and shall co-operate fully with the Purchaser to ensure an orderly, efficient and undisruptive as reasonably possible transfer of the Supplier's obligations to the Purchaser (or its nominated third party). Any perpetual licence granted under these terms and conditions

together with accrued rights and remedies and any clauses which expressly or by implication have effect after termination or expiry shall survive such termination or expiry.

## 12. Intellectual Property

- 12.1. Each of the Supplier and the Purchaser shall retain ownership of all pre-existing intellectual property rights owned by it as at the effective date of the relevant Contract.
- 12.2. Unless otherwise agreed in writing, all copyright and other intellectual property rights in any goods, products, materials, software, drawing, reports or other documents or data generated, created or produced by the Supplier in the performance of the Contract (including all future rights arising out of such items and any preparatory material) (the "Works") and physical possession of any media upon which such Works are contained shall vest in and be the property of and are hereby assigned to the Purchaser. The Supplier hereby waives all moral rights in the Works, and confirms that it has obtained all waivers of moral rights.
- 12.3. Where the intellectual property rights in any Works have not, for whatever reason, been assigned to the Purchaser in full, the Supplier hereby grants to the Purchaser and all other Liberty Global group companies an exclusive, perpetual, irrevocable, royalty-free licence to use, copy or modify the Works with a right to sub-licence those Works to third parties. The Supplier agrees to promptly deliver up all copies of the Works and associated materials necessary for the use of the Works to the Purchaser on demand.

## 13. Data Protection

- 13.1. This clause 13 applies where the Supplier is required to process any personal data controlled by the Purchaser or any of its affiliates under the Contract. In this case the Supplier shall agree to the following:
- a. The Supplier shall process the personal data only on behalf of the Purchaser and only for the purposes of performing the Contract and only in accordance with the instructions contained in the Contract or received from the Purchaser from time to time; the Supplier shall inform the Purchaser promptly if it deems any instructions to be in conflict with applicable laws or otherwise unlawful or in conflict with the terms of the Contract; the Supplier shall ensure that no transfer of personal data, including any transfer via electronic media, shall take place out of the European Economic Area and Switzerland without the Purchaser's prior written





approval.

- b. The Supplier shall not otherwise modify, amend, alter the content of the personal data or use it for its own purpose or disclose or otherwise communicate or permit the disclosure or other communication of any of the personal data to any third party, except as specifically instructed by the Purchaser and as necessary for the purpose of performing the Contract.
- c. The Supplier shall not engage any sub-contractor for the processing of such personal data under the Contract without prior written approval of the Purchaser. Subject to the aforementioned prior written consent, the Supplier shall have the obligation to conclude a written agreement with such sub-contractor which shall include the same data protection terms and conditions as those to which the Supplier is subject. The Supplier shall be fully liable towards the Purchaser for any such sub-processor engaged by it.
- d. The Supplier shall take the appropriate technical and organizational measures to protect the personal data against unauthorized or unlawful processing and against unlawful or accidental destruction, accidental loss, falsification, unauthorized dissemination, damage, alteration, unauthorized access or disclosure.
- e. The Supplier shall take reasonable steps to ensure the reliability of any of the Supplier's employees, agents, contractors and sub-processors (being the Supplier's personnel) who have access to the personal data. The Supplier shall ensure that only those of the Supplier's personnel who need to have access to the personal data are granted access to such data and only for the purpose of the performance of the Contract and that they are informed of the confidential nature of the personal data. The Supplier must and ensure compliance by its personnel with these terms.
- f. The Supplier shall permit the Purchaser or its external advisers (subject to such advisers being bound by satisfactory confidentiality obligations) to inspect or audit the Supplier's data processing activities and to comply with reasonable requests or directions of the Purchaser to enable the Purchaser to verify that the Supplier is in compliance with its obligations under the Contract. During the

course of the audit, the Supplier shall make available one or more of its managers or senior officials with the appropriate level of expertise and authority to (i) answer any reasonable queries of the Purchaser or its external advisers, and (ii) permit access to all relevant facilities and systems used by the Supplier to process personal data under the Contract.

- g. Promptly after termination of the Contract or upon request by the Purchaser at any time, the Supplier shall and shall procure that its sub processors shall at the choice of the Supplier promptly return to the Purchaser, or destroy, or delete from its systems, all personal information, materials, documentation (including all copies in every form and media) in its power, possession or control unless legislation or a legal requirement imposed on the Supplier (or on the sub-processor) prevents it from returning, destroying or deleting all or part of the personal data processed. Upon request of the Purchaser, the Supplier shall provide sufficient evidence to the Purchaser of the return, the destruction or deletion of the personal information. In circumstances where the Supplier is not able to return, destroy or delete the personal data on account of legislation or a legal requirement imposed on it, the Supplier guarantees the confidentiality of the personal data transferred and will not undertake any further processing of the personal data.
- h. For the purpose of this Article, "personal data", "process/processing", "controller" and "processor" shall have the same meaning as in the applicable Data Protection Laws or Directive 95/46/EC with regard to the processing of personal data (the "**Data Protection Directive**"); in particular and without limitation (in accordance with article 17 of the Data Protection Directive) in relation to personal data of which Purchaser is the "data controller" and which Supplier "processes". "**Data Protection Laws**" mean all applicable country-specific data protection laws, including and not limited to the Directive 95/46/EC, whether in existence as of the effective date of the Contract or enacted during the term of the Contract.

#### 14. Confidentiality

- 14.1. All information of a confidential nature imparted by either party to the other or which may be imparted from time to time to the other in connection with the



Contract, including but not limited to data of or about customers or suppliers, drawings, patterns, raw materials, designs, specifications and any information relating to the technical affairs or business or product plans of either party ("**Confidential Information**") shall be treated as proprietary and confidential to the party disclosing the Confidential Information.

**14.2.** Neither party shall use or disclose any Confidential Information of the other party without the agreement in writing of the other party except:

- a. to its (and its affiliates') directors, officers and employees to the extent reasonably necessary in connection with the Contract (including for internal reporting and contract management purposes) on the basis that each such person complies with the confidentiality obligations in this clause 14;
- b. to the extent necessary to comply with any law or regulation in which event the relevant party shall so notify the other as promptly as reasonably practicable and shall seek confidential treatment of such information;
- c. to its and its affiliates' auditors, legal advisers and other professional advisers provided that it uses its reasonable endeavours to procure that such persons maintain such confidentiality;
- d. in order to enforce and enjoy its rights under the Contract; and
- e. the Purchaser may disclose Confidential Information to any person with a bona fide and legitimate interest in such information who enters into a confidentiality agreement including, but not limited to, a prospective purchaser of the Purchaser or its business and provided that such person only uses the information for the purpose of such bona fide and legitimate interest.

**14.3.** The provisions of clause 14.2 shall not apply to:

- a. any information in the public domain otherwise than by breach of the Contract;
- b. information obtained from a third party who is free to divulge the same;
- c. information that was already known to the receiving party prior to disclosure under the Contract and was not previously acquired by the receiving party from the disclosing party under an obligation of confidentiality or non-

use towards the disclosing party; or

- d. information that can be shown by documentary evidence to have been created by one party to the contract independently from work under the Contract.

## **15. Hazardous Goods**

**15.1.** The Supplier shall not deliver any hazardous goods or toxic substance to the Purchaser's premises without the Purchaser's prior written approval. The Supplier shall observe all international agreements relating to the pricing, labelling or carriage of hazardous goods and such goods must be marked by the Supplier with the appropriate international danger symbols and a description of the material displayed in English. Transport and other documents must include a declaration of the hazard and a description of the material in English. Goods must be accompanied by appropriate emergency information in English in the form of written instruction, labels or markings.

**15.2.** The Supplier shall promptly notify the Purchaser of any information or instructions it holds, or are reasonably available to the Supplier regarding any potential hazards known or believed to exist in the transport, handling, storage or use of the goods.

## **16. Personnel**

**16.1.** The Supplier shall be fully responsible for (i) compliance with all applicable laws and tax regulations regarding its personnel's employment; (ii) its own acts and those of its personnel; (iii) ensuring that all its personnel is aware of and perform in accordance with the terms of the Contract when providing the deliverables thereunder; and (iv) ensuring all intellectual property rights relating to the deliverables created by its personnel is transferred to the Purchaser in accordance with the Contract free of all encumbrances. The parties explicitly do not intend to create an employment relation between personnel of the Supplier and the Purchaser or any of its affiliates.

## **17. Miscellaneous**

**17.1.** The Supplier will not without the prior written consent of the Purchaser in any way whatsoever advertise or publish the fact that the Supplier has entered the Contract or contracted to supply to the Purchaser any goods or services or use the name or trademarks of the Purchaser or any of its affiliates in connection with any advertisement, brochure, newsletter, promotional material or other published materials.



- 17.2.** The Contract is personal to the Supplier and the Supplier shall not transfer, assign, novate, subcontract or otherwise dispose of any of its rights or obligations under the Contract without the prior written consent of the Purchaser.
- 17.3.** At the request of the Purchaser, the Supplier shall execute all deeds and other documents required to effect any transfer, assignment, novation, subcontracting or disposal of all or any of the Purchaser's rights and obligations under the Contract to another member of the Liberty Global group or to any purchaser of the whole or substantially all of the business undertaking of the Purchaser to which the Contract relates.
- 17.4.** Any notice required or permitted to be given by either party to the other under the Contract shall be in writing addressed to that other party at its registered office or principal place of business or such other address in the United Kingdom as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 17.5.** The exercise or waiver, in whole or in part, of any right, remedy, or duty provided for in the Contract will not constitute the waiver of any prior, concurrent or subsequent right, remedy, or duty within the Contract. No single or partial exercise of any right, power, privilege or remedy under the Contract shall prevent any further exercise of any other right, power, privilege or remedy.
- 17.6.** If any provision of the Contract is held by any court or competent authority to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of the Contract in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of the Contract in any other jurisdiction shall not be affected. In these circumstances, the parties shall meet to discuss the affected provisions and shall substitute a lawful and enforceable provision which so far as possible results in the same economic effects.
- 17.7.** The Contract does not create any right or benefit enforceable by any person not a party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999) except that: (i) any warranty or indemnity given to the Purchaser or limitation or exclusion of liability in favour of the Purchaser is also given to other members of the Liberty Global group; and (ii) rights and benefits of Purchaser under clause 13 are also given for the benefit of (and may be enforced directly by) any affiliate of Purchaser who is the controller of personal data processed by the Supplier under the Contract.
- Purchaser and Supplier may vary, terminate or compromise any part of the Contract in writing without the consent of any other member of the Liberty Global group.
- 17.8.** The Contract, together with any documents referred to in it, constitutes the whole agreement between the parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.
- 17.9.** Each party acknowledges that it has not been induced to enter into the Contract by any representation or warranty other than those contained in the Contract and, having negotiated and freely entered into the Contract, agrees that it shall have no remedy in respect of any other such representation or warranty except in the case of fraud.
- 17.10.** The rights, powers, privileges and remedies provided in the Contract are cumulative and are not exclusive of any rights, powers, privileges or remedies provided by law or otherwise.
- 17.11.** At any time after the date hereof each of the parties shall, at the request and cost of another party, execute or procure the execution of such documents and do or procure the doing of such acts and things as the party so requiring may reasonably require for the purpose of giving to the party so requiring the full benefit of all the provisions of the Contract, subject to any express restrictions in the Contract on the extent of either party's obligations under the Contract.
- 17.12.** Subject to any express provisions to the contrary each party to the Contract shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Contract and in carrying out any related due diligence.
- 17.13.** Nothing in the Contract shall constitute, or be deemed to constitute, a partnership between the parties nor shall it constitute, or be deemed to constitute, any party the agent of any other party for any purpose except as expressly provided.
- 17.14.** The Supplier shall maintain all reports, records and other documents relating to performance of the Contract and prices payable under the Contract and shall allow the Purchaser access to all such documents at all reasonable times
- 17.15.** Neither party shall be liable to the other as a result of any delay or failure of performance of its



obligations under the Contract if and to the extent such delay or failure is caused by any event or contingency beyond its reasonable control as a result of which the affected party is unable to perform its obligations under the Contract provided that: (i) the affected party's obligations under the Contract shall be suspended for as long as the event continues; (ii) as soon as reasonably possible after the start of the event the affected party shall notify the other party of the event and its effects and shall use reasonable efforts to mitigate such effects; and (iii) if the event prevents the Supplier from performing any of its obligations for more than thirty (30) days, the Purchaser may terminate the Contract (in whole or part) immediately on notice without having to pay compensation.

- 17.16.** The Contract and any non-contractual obligations arising from or connected with it shall be governed by English law and the Contract shall be construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with the Contract (whether arising out of or in connection with contractual or non-contractual obligations), each of the parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to action or proceedings in such courts on the grounds of venue or on the grounds that action or proceedings have been brought in an inappropriate forum.
- 17.17.** The Purchaser reserves the right, without prior warning, to unilaterally amend from time to time any of the provisions of these conditions in a manner it may deem necessary and shall publish the amended conditions directly on the Purchaser website: <http://www.libertyglobal.com/legal-notices.html>

