



PFC COROFIL

PASSIVE FIRE PROTECTION SOLUTIONS

PFC Corofil Ltd.
King Georges Trading Estate
Davis Road
Chessington
KT9 1TT
+44 (0) 208 391 0533

CONDITIONS OF SALE

1. DEFINITIONS

1.1 In these Conditions (as defined below) capitalised terms shall have the meaning given to them in this clause 1.1 (*Definitions*):

"Background IPR" means intellectual property rights that belong, or are licensed, to the Company or the Customer prior to the date of the Contract;

"Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

"Company" means **PFC COROFIL LTD**;

"Company Premises" means the registered address of the Company being King Georges Trading Estate, Davis Road, Chessington, KT9 1TT;

"Confidential Information" means all information of a confidential or proprietary nature including technical and commercial information, know how specifications, drawings, inventions, processes and information relating to a person's products, services and business;

"Conditions" means the conditions of sale set out in this document as amended from time to time;

"Contract" means the contract between the Company and the Customer for the sale and purchase of the Goods set out in the Customer's purchase order form in accordance with these Conditions;

"Contract IPR" means all intellectual property rights generated out of or in connection with the Contract;

"Customer" means the Company, person or firm who is placing the Order, as set out in the Order form;

"Data Protection Laws" means applicable legislation protecting the personal data of natural persons, including in particular the Data Protection Act 1998, the GDPR and any equivalent or superseding legislation, together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities;

"Data Controller, Data Processor, Data Subject, Process/Processing and Special Categories of Personal Data" will have the same meaning as given to them in the Data Protection Laws;

"Delivery" has the meaning given to it in clause 7.3 (*Delivery*) and **"Deliver"** and **"Delivered"** shall be construed accordingly;

"Delivery Location" means the location set out in the Order or such other location as the parties may agree;

"Force Majeure Event" means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors;

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

"Goods" means all goods, materials, services described in the Order;

"Insolvency Event" shall mean in respect of either party (the **"Insolvent Party"**) where:

- (a) in respect of the Insolvent Party a winding up petition is presented or a provisional liquidator or an administrator or an administrative receiver or a receiver is appointed or a scheme of arrangement or a voluntary arrangement is proposed;
- (b) the Insolvent Party is declared bankrupt or has bankruptcy proceedings initiated against them, goes into compulsory or voluntary liquidation except for a voluntary liquidation for the purposes of solvent reconstruction or amalgamation;
- (c) the Insolvent Party is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
- (d) the Insolvent Party becomes subject to any other similar insolvency process (whether under the laws of England or elsewhere) or those in (a) to (c) above.

"Order" means the Customer's order for Goods, as set out in the Customer's purchase order form; and

"Receiving Party" has the meaning given to it in clause 13.2 (*Confidentiality and Data Protection*)

"Specification" means any specification for the Goods, including any related plans and drawings.

2. BASIS OF CONTRACT

CONTRACT

- 2.1 These Conditions (and the applicable Order) apply to the exclusion of any other terms and conditions that the Customer proposes or seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 All Orders (whether accepting in writing, orally or by conduct) constitute an offer by the Customer and are accepted or shall be deemed accepted subject to these Conditions. Quotations do not constitute an offer and shall not bind the Company until an Order has been received and acknowledged.

CHANGING THE CONTRACT

- 2.3 These Conditions may not be varied except in writing and then only by a Director of the Company.
- 2.4 The Customer is responsible for ensuring that the terms of the Order and any Specification provided by the Customer are complete and accurate.
- 2.5 The Order shall only be deemed to be accepted when the Company issues a written acknowledgement of the Order, at which point the Contract shall come into existence.
- 2.6 Any drawings supplied by the Company are to be treated as approximate and shall be subject to verification by the Customer. They shall not form part of the Contract or have any contractual force until signed by the Customer and delivered together with the Order.
- 2.7 The Contract constitutes the entire agreement between the parties. The Customer shall not be entitled to rely on assurances, representation or terms arising from pre-contract negotiations; nor shall the same operate as part of this contract or as a collateral warranty or collateral contract, unless the same have been confirmed by the Company's written quotation or had been identified expressly in the Customer's Order as warranties or conditions upon which the Customer relies.

3. PRICE AND PAYMENT

PRICE

- 3.1 The price of the Goods shall be the price on the Order which must be accepted by the Company and stated in the order acknowledgement, or, if no price is quoted, the price set out in the Company's published price list in force as at the date of Delivery.

PRICE INCREASES

- 3.2 The Company reserves the right by notice given at any time before delivery to vary the price of the Goods if there is any increase or decrease in the total cost of the Goods to the Company arising from:
 - 3.2.1 any cause beyond the Company's control;
 - 3.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered or the Specification; or
 - 3.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate or accurate information or instructions.
- 3.3 In the case of clause 3.2.1 (*Price and Payment*) above, if any price variation increases the price of the Goods by more than ten per cent (10%) the Customer may (subject to the provisions of clause 4 (*Cancellation*) below) by written notice to the Company cancel the undelivered balance of Goods under the Contract.
- 3.4 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.

VAT



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- 3.5 The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from the Company pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Goods.
- INVOICING AND PAYMENT TERMS**
- 3.6 The Company may invoice the Customer for the Goods on or at any time after the completion of Delivery:
- 3.6.1 unless otherwise specified by the Company, payment of any invoice is due by the end of the month following the month in which the invoice is issued; and
- 3.6.2 in addition to its other remedies, the Company reserves the right to charge interest on delayed payments from due date on a daily basis at Barclays Bank base rate from time to time in force plus four per cent (4%).
- SET-OFF**
- 3.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).
- 4. CANCELLATION**
- Cancellation of Orders already accepted by the Company will be allowed only at the Company's discretion and the Company may charge the Customer for all work carried out or expenses incurred in relation thereto up to the full price of the Goods.
- 5. TERMINATION**
- TERMINATION RIGHTS**
- 5.1 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 5.1.1 the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 30 days after being notified to make such payment;
- 5.1.2 the Customer commits a material breach of any other term of this Contract, where such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified to do so;
- 5.1.3 the Customer repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; and;
- 5.1.4 the Customer becomes subject to an Insolvency Event or is threatened with the same or any event occurs in any relevant jurisdiction which has a similar or analogous effect, the Company may discontinue deliveries and at the Company's discretion terminate the Contract with immediate effect by giving written notice to the Customer.
- CONSEQUENCES OF TERMINATION**
- 5.2 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 5.3 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.
- 6. TITLE AND RISK**
- RISK**
- 6.1 The Goods shall be at the Customer's risk on completion of Delivery.
- TITLE**
- 6.2 Title to the Goods (both legal and equitable) shall remain with the Company until full payment for the Goods together with any interest and/or storage charges relating thereto has been made, but (subject to clause 6.5 (Title and Risk)) the Customer may resell or use the Goods in the ordinary course of its business.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 6.3.1 except to the extent the Customer has used or resold the Goods in the ordinary course of its business under clause 6.2:
- 6.3.1.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
- 6.3.1.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- 6.3.1.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of Delivery;
- 6.3.2 notify the Company immediately if it becomes subject to an Insolvency Event; and
- 6.3.3 give the Company such information relating to the Goods as the Company may require from time to time.
- 6.4 The Company shall be entitled at any time after payment for the Goods has become due and before full payment shall have been made, to re-take possession of the Goods and to remove them to the Company's premises. The Customer shall be deemed irrevocably to have granted authority to the Company to enter upon the Customer's premises or of that of any third party where the Goods are stored in order to recover them.
- 6.5 If before title to the Goods passes to the Customer the Customer becomes subject to an Insolvency Event, then (without limiting any other right or remedy the Company may have):
- 6.5.1 the Customer's right to resell the Goods or use them, in the ordinary course of its business ceases immediately; and
- 6.5.2 the Company may at any time:
- 6.5.2.1 require the Customer to deliver up any and all such Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
- 6.5.2.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- NON-PAYMENT**
- 6.6 If the Customer fails to make full payment within seven (7) days the Company shall be entitled to sell such Goods and retain the proceeds of any sale from any recovery pursuant to clause 6.5 (*Title and Risk*).
- 6.7 In the event of the Customer re-selling the Goods before making payment in full to the Company, the Customer shall account to the Company for all the proceeds of any re-sale and prior to paying such proceeds to the Company, the Customer shall hold the same in a fiduciary capacity keeping the same separate from other money held by it.
- 6.8 If the Goods or any part thereof are incorporated in or used in manufacturing other products before payment in full to the Company the property in the whole of such products shall vest in and remain with the Company until such payment has been made or such products have been sold, as the case maybe, and all the Company's rights hereunder in relation to the Goods and/or the proceeds of sale thereof shall extend to such products.
- GENERAL**
- 6.9 The Company's rights hereunder shall be in addition to any and all other rights the Company may have against the Customer at law or in equity.
- 7. DELIVERY**
- DELIVERY AND DELIVERY LOCATION**
- 7.1 Unless it is expressly stated and agreed in writing that 'time shall be of the essence' all dates or periods are quoted in good faith but are to be treated only as estimates and no liability is accepted for delivery delays however caused.
- 7.2 The Company shall deliver the Goods to the Delivery Location at any time after the Company notifies the Customer that the Goods are ready.
- 7.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location ("**Delivery**").
- DELIVERY DELAYS**
- 7.4 If Delivery of Goods is delayed or prevented by a Force Majeure Event then at the Company's option the unperformed part of the Contract may be cancelled or time for Delivery shall be extended for a reasonable period.



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- 7.5 The Company shall not be liable for any delay in Delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 7.6 If the Customer fails to accept Delivery of the Goods within three (3) Business Days of the Company notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Company's failure to comply with its obligations under the Contract:
- 7.6.1 Delivery of the Goods shall be deemed to have been completed at 9.00 am on the third (3rd) Business Day after the day on which the Company notified the Customer that the Goods were ready; and
- 7.6.2 the Company shall store the Goods until Delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 7.7 If ten (10) Business Days after the day on which the Company notified the Customer that the Goods were ready for Delivery the Customer has not accepted Delivery of them, the Company may resell or otherwise dispose of all or part of the Goods.
- DELIVERY INSTALMENTS**
- 7.8 Where necessary, the Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- DAMAGE AND LOSS**
- 7.9 All claims for transit damage or loss must be submitted initially orally and then confirmed in writing to both the carrier and the Company within three (3) days of Delivery. In the case of non-Delivery of the whole consignment, claims must be submitted in writing to both the carrier and the Company within seven (7) days of receipt by the Customer (or the Customer's agent) of notification of despatch of the Goods. In the absence of claims within these time limits the Goods shall be deemed to have been properly Delivered.
- CUSTOMER RESOURCES**
- 7.10 The Customer shall unless otherwise specifically agreed be responsible for providing adequate labour and facilities at the delivery point for unloading Goods Ordered by him, and shall keep the Company indemnified against all claims whatever arising from such unloading operations.
- PACKAGING MATERIALS**
- 7.11 If the Company requires the Customer to return any packaging materials to the Company, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Company shall reasonably request. Returns of packaging materials shall be at the Company's expense (unless otherwise agreed between the Company and the Customer).
- 8. REPAIRS AND REPLACEMENT**
- The Company will replace or at its option repair free of charge or refund the price of any Goods in which defects solely attributable to faulty manufacture or materials appear within twelve (12) months of Delivery. The liability of the Company will be limited to the cost / replacement of the components only and will not include and other associated costs such as dismantling. In such circumstances the Customer must notify the Company immediately such defects are detected and (if so requested) returns the Goods at its own cost (which will be refunded if such defects are confirmed by the Company's examination).
- 9. LIMITATION OF LIABILITY**
- UNLIMITED LIABILITY**
- 9.1 Nothing in these Conditions shall limit or exclude the Company's liability for:
- 9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 9.1.2 fraud or fraudulent misrepresentation;
- 9.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- 9.1.4 defective products under the Consumer Protection Act 1987; or
- 9.1.5 any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
- LIABILITY CAPS AND EXCLUDED LOSSES**
- 9.2 Subject to clause 9.1 (*Limitation of Liability*) above:
- 9.2.1 the Company shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract (including but not limited to the use or storage of the Goods); and
- 9.2.2 the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Contract.
- IMPLIED WARRANTIES**
- 9.3 Save as specified above all other warranties relating to the description or characteristics of the goods, their quality, fitness or colour whether express or implied by common law, statute or otherwise, are expressly excluded.
- 9.4 The Buyer shall be responsible for ensuring that Goods are fit for the purpose for which it wishes to use them and the Company gives no warranty (and none shall be implied) that the Goods are fit for any particular purpose, apart from those listed in the Company's technical data sheet.
- 10. SUPPLIER GUARANTEE**
- The Company accepts no liability of any kind in respect of Goods (parts or components) not manufactured by the Company, but will pass on to the Customer the benefit of any guarantee or warranty which the Company may have received from any supplier and manufacturer of such Goods (part or components) as appropriate.
- 11. INTELLECTUAL PROPERTY**
- BACKGROUND IPR**
- 11.1 All Background IPRs (together with all copies, modifications, enhancements or adaptations to, or derivative works or materials created, in relation to it after) will vest in or remain vested in, the Company or the Company or our respective licensors (as the context requires).
- 11.2 The Customer grants to and/or will procure for, the Company, a worldwide, royalty-free, non-exclusive, transferable, and sub-licensable licence to exploit, use (and allow suppliers and/or customers to use) copy, modify, adapt, and create derivative works of Customer Background IPRs that are provided by or on behalf of Customer, to the extent necessary to provide the Goods, on a perpetual and irrevocable basis.
- CONTRACT IPR**
- 11.3 Where Contract IPR is generated, the Customer will (where relevant by way of present assignment of future rights) assign to the Company or will procure the assignment to the Company, with full title guarantee, free from any third party rights, claims or other interests, all such Contract IPR (including the right to take action for any damages and other remedies in respect of any infringement). The Customer will also obtain in favour of the Company, a waiver of all moral rights.
- SPECIFICATION**
- 11.4 The Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of any Specification provided by the Customer. This clause 11 (*Intellectual Property*) shall survive termination of the Contract.
- 11.5 The Company reserves the right to amend the Specification of the Goods if required by any applicable statutory or regulatory requirements.
- 12. DISCLAIMERS**
- 12.1 PFC COROFIL warrants the materials it produces will conform to PFC COROFIL specifications and approved drawings where applicable. It is entirely the customer's responsibility to make the final product choice and satisfy themselves of the suitability of the product for the intended application, carrying out testing where required. For construction projects, all products which the customer is intending to use on a particular project must be approved in writing by the customer's building designer, system designer or design control professional, to ensure compliance with the latest regulation



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- 12.2 The information contained in PFC COROFIL data sheets is presented in good faith. The values are "typical only" and are based on test results generally in accordance with BS2782, ASTM & PFC COROFIL internal test methods. These values should not be relied upon for specification purposes or the primary selection of materials. As the data sheet values are typical only, PFC COROFIL does not warrant the conformity of its materials to these properties or the suitability of its materials for any particular purpose. It is the responsibility of the customer to do the necessary testing and satisfy themselves the product is suitable for the intended application.
- 13. CONFIDENTIALITY AND DATA PROTECTION**
- CONFIDENTIALITY**
- 13.1 The Company takes seriously the protection of privacy and confidentiality. The Company understands that all customers are entitled to know that their Personal Data will not be used for any purpose unintended by them.
- 13.2 A party ("Receiving Party") will keep in strict confidence all Confidential Information that has been disclosed to it, or otherwise obtained by it from the other party or any person on behalf of the other party and will not use such Confidential Information or disclose it otherwise than as may be necessary for the performance of the Contract.
- 13.3 The Receiving Party will restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations or exercising the Receiving Party's rights under the Contract, and will ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which apply to the Receiving Party.
- 13.4 Clauses 13.2 and 13.3 will not apply to the extent that disclosure is a requirement of any applicable statutory or regulatory requirement.
- DATA PROTECTION**
- 13.5 The Company and the Customer will duly observe all their respective obligations under the Data Protection Laws which arise in connection with the provision of the Goods and/or the Contract.
- 13.6 The law requires us to tell you about your rights and the our obligations in regards to the processing and control of your personal data. This can be found at www.knowyourprivacyrights.org. Where you provide us with personal data of any individuals on their behalf (including employees, former employees or any other third party) you shall ensure that you have the authority to do so, and that you provide any such individuals with a copy of this privacy policy.
- 13.7 Details of the processing of Personal Data pursuant to the Contract are set out at the schedule (*Data processing details*) hereto.
- 13.8 Insofar as the Company or the Customer (the "**Relevant Processor**") processes Personal Data for the other (the "**Relevant Controller**") as a Data Processor, the Relevant Processor will:
- 13.8.1 process the Personal Data solely on the documented instructions of the Relevant Controller, including the Contract, for the purposes of providing or receiving the Goods (as the context requires);
 - 13.8.2 process only the types of Personal Data, relating to the categories of Data Subjects, and in the manner required to supply or receive the Goods (as the context requires) in the manner agreed by the parties;
 - 13.8.3 take all measures required by Article 32 of the GDPR to ensure the security of the Personal Data;
 - 13.8.4 take reasonable steps to ensure the reliability of any staff who may have access to the Personal Data, and their treatment of the Personal Data as confidential;
 - 13.8.5 where the Relevant Processor is:
 - 13.8.5.1 the Company, be generally authorised to appoint third parties to Process the Personal Data ("**Sub-Processor**"), subject to notifying the Customer about the Company's Sub-Processors and otherwise meeting the conditions set out in Article 28 (2) and (4) of the GDPR; and
 - 13.8.5.2 the Customer, not permit any third party to Process the Personal Data ("**Sub-Processor**") without the prior written consent of the Company, such consent to be conditional upon fulfilling the conditions under Article 28 (2) and (4) of the GDPR;
 - 13.8.6 promptly, and in any case within five (5) Business Days, notify the Relevant Controller of any communication from a Data Subject regarding the Processing of their Personal Data, or any other communication (including from a supervisory authority) relating to either party's obligations under the Data Protection Laws in respect of the Personal Data;
 - 13.8.7 without undue delay, notify the Relevant Controller of any Personal Data Breach, such notice to include all information reasonably required by the Relevant Controller to comply the obligations imposed on the Relevant Controller under the Data Protection Laws;
 - 13.8.8 in respect of any processing of Personal Data outside of the European Economic Area, take such steps as are necessary to ensure the processing is in accordance with Data Protection Laws;
 - 13.8.9 permit the Relevant Controller, on reasonable prior notice, to inspect and audit the facilities used by the Relevant Controller to Process the Personal Data, and any and all records maintained by the Relevant Controller relating to that Processing;
 - 13.8.10 provide any assistance reasonably requested by the Relevant Controller in relation to: (1) any communication received under clause 13.8.6, as well as any equivalent communication received by the Relevant Controller directly; and (2) any Personal Data Breach, including by taking any appropriate technical and organisational measures directed by the Relevant Controller; and cease Processing the Personal Data promptly upon the termination or expiry of the Contract and at the Relevant Controller's option either return, or securely delete the Personal Data.
- 14. HEALTH AND SAFETY**
- 14.1 The Company shall be under no liability for any failure on the part of the Customer to comply in all respects with relevant safety precautions and transportation, handling, storing or machining instructions set out or referred to in the Company's latest trade literature (as modified by any recommendations the Company may have made to meet special circumstances or requirements) and the Customer shall indemnify the Company against any cost, claims or demands which may incurred by the Company as a result of any such failure on the part of the Customer.
- 14.2 Information is available from the Company on the safe use of its Goods.
- 14.3 The Customer shall:
- 14.3.1 take precautions required in the Customer's premises to ensure that the Goods are being used safely;
 - 14.3.2 comply with any current National or Local Regulations affecting the handling and processing of the Goods; and
 - 14.3.3 take effective steps to advise then Customer's customers and end users of appropriate health precautions and re-label Goods when necessary.
- 15. ASSIGNMENT AND OTHER DEALINGS**
- 15.1 The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 15.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company.
- 16. NOTICES**
- Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or its principal place of business or such other address as that party may have specified to the other party in writing in accordance with this clause.
- 17. SEVERANCE**
- If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 18. WAIVER**
- A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor



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shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. THIRD PARTY RIGHTS

A person who is not a party to the Contract shall not have any rights to enforce its terms.

20. VARIATION

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by a director of the Company.

21. GOVERNING LAW AND JURISDICTION

All contracts with the Company shall be deemed to have been made in England and shall in all respects be construed and operate in accordance with English Law. The English courts shall have exclusive jurisdiction unless the Company is prepared to waive this.

SCHEDULE
DATA PROCESSING DETAILS

Description	Details
Subject matter and duration of the processing	As described in the Contract
Nature and purposes of the processing	As described in the Contract
Type of Personal Data	Examples here may include: Employee data: name, title, gender, job title, date of birth, personal contact details (address, telephone number, email address), work contact details (telephone number, email address), employee number, voice recordings (including of telephone calls), photograph, personal data contained in meeting, telephone or attendance notes, bank details, national ID number, tax code, right to work or passport data, next of kin / emergency contact name and contact details, background checks Client and business partner data: name, title, gender, work address, work email, work telephone numbers, job title, interests / marketing list assignments, record of permissions or marketing objections, website data (including IP address, geo-location markers and browser generated information)
Categories of Data Subject	[Examples here may include: Customers group employees, former employees and workers. Clients, business partners and suppliers of the Customer group.