

Special Conditions of Sale

1. Intellectual Property

1.1. The Purchaser acknowledges that those Goods which include intellectual property rights may be subject to third party rights, licences, restrictions or deficiencies and may not be transferable to the Purchaser. The Purchaser undertakes to the Seller that it will make its own enquiries into all such matters and not to use such Goods without first obtaining any necessary licences, consents or registrations.

1.2. The Purchaser will indemnify and keep indemnified the Seller and its Agent against any and all actions, proceedings, claims, demands and costs whatsoever arising directly or indirectly out of any breach or non-observance by the Purchaser of this condition 1.

2. Data Protection

2.1 The Purchaser acknowledges that from the Transfer Date it is the Data Controller of the Personal Data of which the Seller was Data Controller at the Transfer Date and which was transferred by the Seller. The Purchaser agrees to use any Personal Data provided to it by the Seller or its advisers exclusively in connection with the running of businesses of the same type as the Business and to comply with the provisions of the General Data Protection Regulation (GDPR) and Data Protection Act 2018 (DPA 2018) as Data Controller when dealing with any such Personal Data.

2.2. Notwithstanding any other provision of this agreement, the Purchaser undertakes that, on receipt of the Database on the Transfer Date, it shall:

- a) Duly observe all of its obligations as a Data Controller under Data Protection Act 1988 as amended to date which arise in connection with processing Customer Data and Employee Data;
- b) Comply with the eight Data Protection Principles set out in General Data Protection Regulation (GDPR) and Data Protection Act 2018 (DPA 2018) and, in particular, it shall process the Database fairly and lawfully in accordance with the First Data Protection Principle for the purpose of the continued provision of details of the product(s) and services of the Business to the Customers and in connection with the employment of the Transferring Employees and in accordance with the terms and conditions set out in this agreement;
- c) Send a fair processing notice to each Customer identified in the Database within 28 Business Days of the Transfer Date;
- d) Respond to any request made by a Customer in relation to the provision of details of the product(s) and services in accordance with the rights of data subjects (as defined in the General Data Protection Regulation (GDPR) and Data Protection Act 2018 (DPA 2018)); and
- e) Obtain, and at all times maintain, a notification under General Data Protection Regulation (GDPR) and Data Protection Act 2018 (DPA 2018) appropriate to the performance of its obligations under this agreement

2.3. The Purchaser shall not transfer any Personal Data (including, without prejudice to the generality of the foregoing, the Database) outside the European Economic Area without first obtaining the specific written consent of the subjects of that Personal Data.

2.4. The Purchaser shall fully indemnify the Seller and its Agent from and against all claims and losses incurred by the Seller which may be brought against or incurred by the Seller in respect of the processing of Personal Data, including the Database, by the Purchaser after the Transfer Date or any breach of contract, negligence, fraud, willful misconduct, breach of statutory duty or non-compliance with the data protection obligations set out in this clause or any part of General Data Protection Regulation (GDPR) and Data Protection Act 2018 (DPA 2018) by the Purchaser or its representatives after the Transfer Date

3. Exclusion of Personal Liability

The Purchaser acknowledges that the Seller acts as agent of the Company. Neither the Seller nor their business organisation or its members or partners or its or their employees or agents shall incur any personal liability howsoever arising under or in connection with this invoice or the transactions hereby agreed or under any other agreement entered into pursuant to or in connection with this invoice.