

WOODS TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES

Unless expressly agreed otherwise in writing by Woods Building Maintenance Limited or any of its affiliates (together "Woods"), signed by a Duly Authorised Representative thereof, these are the ONLY terms and conditions on which Woods is prepared to contract with you (the "Supplier") in relation to the sale of goods and supply of services by the Supplier.

1. DEFINITIONS

In these Terms (unless the context requires otherwise):

- 1.1 "Contract" shall mean an Order placed by Woods with the Supplier for the supply of goods and/or services together with these Terms.
- 1.2 "Deliverables" shall mean all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media.
- 1.3 "Duly Authorised Representative" shall mean a Board Director of Woods.
- 1.4 "Goods" shall mean the goods (or any part of them) set out in the Order.
- 1.5 "Woods Materials" shall mean all materials, equipment, tools, drawings, specifications, computer programmes, information and data, on whatever media, supplied by Woods to the Supplier.
- 1.6 "Losses" shall mean all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and loss of opportunity to deploy resources elsewhere), damages, claims, demands, proceedings and judgments.
- 1.7 "Order" means an order placed by Woods for Goods or Services.
- 1.8 "Services" shall mean the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Order.
- 1.9 "TUPE" shall mean the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended from time to time.
- 1.10 "Data Protection Legislation" means (i) unless and until the General Data Protection Regulation ((EU) 2016/679) ("GDPR") is no longer directly applicable in the UK, GDPR and the Data Protection Act 2018, and any regulations and secondary legislation relating to it, in each case as amended, updated or replaced from time to time, in the UK."

2. CONSTRUCTION OF CONTRACT

- 2.1 Where an Order is placed by Woods that Order together with these Terms (together a Contract) will constitute a separate binding and enforceable contract between the Supplier and Woods. These Terms are automatically deemed incorporated into each and every Contract, subject to any permitted variation provided for under these Terms, and shall accordingly govern the same. Where there is any manifest inconsistency between the provisions of these Terms and any Order, the provisions of the Order will apply.
- 2.2 The terms of each Contract shall apply as between the parties in respect of the matters described in the Order to the exclusion of all other terms (including any terms and conditions that the Supplier purports to apply). Any attempt by you (or on your behalf) as the Supplier to impose any other terms or conditions to the trading relationship with Woods is hereby explicitly and expressly deemed automatically rejected in advance (and any such terms and conditions are likewise deemed rejected automatically in advance) and will be (and is) wholly ineffective and non-binding upon Woods. No terms other than these Terms are or will be acceptable to Woods, save as expressly agreed and physically signed in writing by a Duly Authorised Representative agreeing to a variation to these Terms in accordance with these Terms.
- 2.3 These Terms are automatically deemed accepted by you as the Supplier upon the earlier of (i) the Supplier accepting Woods's Order; or (ii) the Supplier supplying any Goods to or commencing the provision of any Services for Woods. Save as expressly agreed and physically signed in writing by a Duly Authorised Representative, these Terms will apply to your entire relationship and all dealings with Woods. There is no need for Woods to issue you with duplicate copies of these Terms when each Contract is entered into and there is no obligation on Woods to do so. Failure to provide a copy of these Terms with each Contract shall not in any way prejudice the fact that these Terms shall govern each Contract as provided for herein.

3. DELIVERY

- 3.1 The time of delivery and performance is of the essence of the Contract and delivery shall be strictly in accordance with the Order. Woods may reject any Goods or Services not delivered or

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provided on or before the delivery date specified in the Order without prejudice to its rights against the Supplier, whether for breach of contract or otherwise.

3.2 Unless otherwise agreed delivery shall be made at the Delivery Address specified in the Order or if none is specified, at Woods's premises and all packing and transport costs shall be for the account of the Supplier.

3.3 Title in the Goods and any Deliverables shall pass to Woods when payment is made, in whole or in part or upon delivery, whichever first occurs.

3.4 Risk in the Goods and any Deliverables shall pass to Woods upon delivery.

3.5 Any partial delivery or performance shall be deemed a failure by the Supplier to deliver or perform in

accordance with the Contract unless expressly agreed in advance and in writing with Woods.

4. PRICE AND PAYMENT

4.1 Unless otherwise agreed the price for the Goods and Services supplied under any Contract shall be that specified on the relevant Order issued by Woods or if not so specified shall not be higher than the lower of the last price for the same provided to Woods and the Supplier's then-current standard pricing for the same based on equivalent quality and quantity standards.

4.2 The price specified, in the Order or otherwise determined as set out above or agreed in writing, is a fixed price and the Supplier shall not be entitled to increase the price for any reason whatsoever without the prior approval of Woods.

4.3 Payment shall be due 60 days following the end of the relevant month within which a valid invoice in respect of the Goods or Services is received.

4.4 Requirements for a valid Invoice:

- In order for an invoice to be validly submitted in accordance with these Terms it must conform to the following requirements:
 - Clearly Show our valid Purchase Order Number
 - Be correctly dated in relation to the date of supply of goods / services
 - Be supported by a Service Report Sheet signed by our authorised representative in respect of the supply or service Maintenance works
 - Be supported by a signed Delivery Note in respect of the supply only of Materials
 - Be supported by a Timesheet, duly signed by our authorised representative in respect of the supply of Agency Labour. Please note unsigned or electronic timesheets are not acceptable.
 - Be issued no later than 2 months after the date of supply

5. WARRANTY AND QUALITY

5.1 The Supplier warrants, represents and undertakes that:

(a) any Goods supplied will on delivery be new and unused and free from defects either in material or workmanship and that they will be suitable for any purpose for which they are required and which shall have been made known by Woods to the Supplier, of merchantable quality, that they will conform strictly to any specifications, drawings or patterns supplied by Woods to the Supplier or in relation to which they were offered for sale, that they comply with relevant current EC Directives concerning Health & Safety and relevant current UK legislation, and that they will conform strictly to any sample which may have been submitted by or to Woods but without any defect which such sample may have:

(b) it shall perform the Services with all due skill and care and in accordance with the best practice in the field in which the Services are supplied and any officers, agents, employees, personnel or sub-contractors which it uses to provide the Services shall be suitably skilled and experienced and shall adhere to the same standards;

(c) the Services, Goods and Deliverables will conform with all descriptions and specifications set out in the Order and will be fit for any purpose expressly or impliedly made known to the Supplier by Woods,;

(d) it shall provide all equipment, tools, vehicles and other such items as are required to perform the Contract at its own cost;

(e) it shall obtain and at all times maintain all necessary licences and consents in order to perform the Contract and comply with all applicable laws and regulations when performing the Contract;

(f) it shall observe all health and safety rules and regulations and any other security requirements that apply at any premises where Services are to be delivered;

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(g) it shall hold all Woods Materials in safe custody at its own risk, maintain the Woods Materials in good condition until returned to Woods and not dispose of or use the Woods Materials other than in accordance with the Contract or such other written instructions or authorisation provided by Woods;

(h) it shall not do or omit to do anything which may cause Woods to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business and the Supplier acknowledges that Woods may rely or act on the Services.

(i) it has not committed an offence under Sections 1, 2, 6 or 7 of the Bribery Act 2010 (a "Bribery Offence") and has in place adequate documented procedures designed to prevent persons associated with the Supplier (including an employee, sub-contractor or agent or other third party working on behalf of the Supplier) from committing a Bribery Offence.

5.2 At any time prior to delivery of the Goods, Woods shall have the right to inspect and test the Goods or Deliverables at all times.

5.3 If the results of such inspection or testing cause Woods to be of the opinion that the Goods or Deliverables do not conform or are unlikely to conform with the Order, the Contract or to any specifications and/or patterns supplied or advised by Woods to the Supplier, Woods shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity and in addition Woods shall have the right to require and witness further testing and inspection.

5.4 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for all aspects of the quality of the Goods or Deliverables and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under any Contract.

5.5 If any of the Goods or Deliverables fail to comply with the provisions set out in this clause 5, Woods shall be entitled to avail itself of any one or more remedies listed in clause 12.

5.6 On or before Delivery the Supplier shall provide Woods in writing with (i) a list by name and description of any harmful or potentially harmful properties or ingredients in the Goods supplied whether in use or otherwise and thereafter information concerning any changes in such properties or ingredients and (ii) all operating and safety instructions, clearly displayed warning notices and such other information as may be necessary for the proper use, maintenance and repair of the Goods. Woods will rely on the supply of such information from the Supplier in order to satisfy its own obligations under the Health and Safety at Work Act 1974 and any other relevant Applicable Law.

5.7 The Supplier will fulfil all requirements set out in the Order, including where applicable and without limitation those relating to compliance with specifications, permitry, authorisations, specific technical competence, risk management and method statements (RAMS) and in relation to hazards and site arrangements; conduct itself in a safe manner which is free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner;

6. INDEMNITY

6.1 The Supplier shall keep Woods indemnified at all times and in full against all Losses awarded against or incurred or paid by Woods as a result of or in connection with:

(a) any claim made against Woods by a third party for death, personal injury or damage to property; libel, slander or defamation or breach of confidentiality arising out of, or in connection with, defects in Goods or Deliverables, to the extent that the defect in the Goods or Deliverables is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

(b) any claim made against Woods by a third party arising out of, or in connection with, the supply of the Goods or Deliverables or Services, to the extent that such claim arises out of the breach, negligent performance, failure or delay in performance or breach of duty of care of the Contract by the Supplier, its employees, agents or subcontractors;

(c) any losses, claims, damages, demands and/or costs arising as a result of or in connection with a flood or a fire at a Property caused by the acts or omissions of the Supplier, its employees, agents or sub-contractors or

(d) any claim made against Woods for actual or alleged infringement of a third party's copyright or other intellectual property rights or other rights arising out of, or in connection with, the manufacture, supply or use of the Goods or Deliverables, or receipt, use or supply of the Services.

6.2 For the duration of the Contract and for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance, employers liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with each Contract and shall, on Woods's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

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6.3 This clause 6 shall survive termination of the Contract

7. Woods'S GOODS AND MATERIALS

7.1 All Woods Materials supplied by or on behalf of Woods, are and shall remain the property of Woods, and shall not be copied, or used in any way whatsoever except in connection with supply of Goods, Deliverables and Services pursuant to this Contract. If any are damaged or destroyed while in the Supplier's possession or control the Supplier shall on demand pay to Woods the cost of repairing or (at Woods's option) replacing them.

7.2 The Supplier must check all Woods Materials supplied to it by or on behalf of Woods and notify Woods in writing of any defects or discrepancies forthwith.

7.3 Title to and all rights (including copyright and any other intellectual property rights) in any additions to Woods Materials supplied by or on behalf of Woods shall, in so far as Woods shall not be entitled thereto by operation of law, forthwith vest in and are hereby assigned to Woods.

7.4 The Supplier shall not be entitled to any lien on any such materials, documents, data and computer programmes for sums due for work done under the Contract or otherwise.

7.5 Woods shall be entitled to enter the Supplier's premises and remove all Goods, Deliverables, materials, documents, data and computer programmes to which Woods is entitled.

7.6 The Supplier will redeliver such Woods Materials including any copies, extracts and abstracts thereof to Woods in good and serviceable condition.

7.7 This clause 7 shall survive termination of the Contract.

8. INTELLECTUAL PROPERTY

8.1 In respect of the Goods and any goods that are transferred to Woods as part of the Services under a Contract, including without limitation the Deliverables or any part of them, the Supplier warrants, represents and undertakes that it has and will have full clear and unencumbered title to all such items and that at the date of delivery of such items to Woods, it will have full unrestricted rights to sell and transfer all such items to Woods.

8.2 The Supplier hereby assigns to Woods, with full title guarantee and free from all third party rights, all intellectual property rights in the products of the Services, including, but not limited to the Deliverables.

8.3 The Supplier shall obtain waivers of all moral rights in the products of the Services, including for the avoidance of doubt the Deliverables, to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

8.4 The Supplier shall, promptly at Woods's request, do (or procure to be done) all such further acts and things and execute all such other documentation as Woods may from time to time require for the purpose of securing for Woods the full benefit of any Contract, including all right, title and interest in and to the intellectual property rights assigned to Woods in accordance with clause 8.2.

8.5 All Woods Materials are the exclusive property of Woods.

8.6 This clause 8 shall survive termination of the Contract.

9. NOTICES

Any notification hereunder shall be in writing and where given by Woods by first class registered or recorded delivery to the Supplier's address given in the Order, shall be deemed to have been received by the Supplier at the expiration of two days from posting in the case of inland and five days from posting in the case of overseas letters.

10. CANCELLATION, SUSPENSION AND TERMINATION

10.1 Woods may by notice in writing to the Supplier cancel or vary any Contract formed pursuant hereto and or suspend or postpone the manufacture and delivery of the Goods or any part thereof and all costs necessarily incurred by the Supplier as a result thereof which cannot be mitigated by the Supplier using its best endeavours to do so shall be borne by Woods. The date of delivery shall, if necessary, be extended to such later date(s) as shall be reasonable having regard to the period of such suspension or postponement or nature of the variation.

10.2 Without limiting its other rights or remedies, Woods may terminate any and all Contracts with immediate effect by giving written notice to the Supplier if:

(a) the Supplier commits a material or persistent breach of a Contract and (if such a breach is remediable) fails to remedy that breach within 28 days of receipt of notice in writing of the breach;

(b) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its

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debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

(c) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

(d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;

(e) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within seven days;

(f) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company);

(g) a floating charge holder over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;

(h) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in sub-clauses 10.2(b) to clause 10.2(g) (inclusive);

(i) the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or

(j) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

10.3 Without limiting its other rights or remedies, Woods may terminate any Contract:

(a) in respect of the supply of Services, by giving the Supplier 14 day's written notice; and

(b) in respect of the supply of Goods, with immediate effect by giving written notice to the Supplier, in which case Woods shall pay the Supplier fair and reasonable compensation for any work in progress on any other Goods at the date of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

10.4 In any of the circumstances in these Terms in which Woods may terminate a Contract, where both Goods and Services are supplied, Woods may instead terminate part of the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.

11. CONSEQUENCES OF TERMINATION

11.1 On termination of any Contract for any reason:

(a) the Supplier shall immediately deliver to Woods all Goods that have been paid for but not yet delivered and where Services are terminated, all Deliverables, whether or not then complete, and return all Woods Materials. If the Supplier fails to do so, then Woods may, without limiting its other rights or remedies enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the relevant Contract;

(b) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of any Contract which existed at or before the date of termination;

(c) clauses which expressly or by implication have effect after their termination shall continue in full force.

12. REMEDIES

12.1 If the Supplier fails to deliver the Goods or Deliverables and/or perform the Services by the applicable date(s) specified in the relevant Order, Woods shall, without limiting its other rights or remedies, have one or more of the following rights:

(a) to terminate any or all Contracts with immediate effect by giving written notice to the Supplier;

(b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods or Deliverables which the Supplier attempts to make;

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(c) to recover from the Supplier any costs incurred by Woods in excess of what would have been paid to the Supplier in obtaining substitute Goods or Deliverables and/or Services from a third party;

(d) where Woods has paid in advance for Services that have not been provided by the Supplier and/or Goods or Deliverables which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and

(e) to claim damages for any additional Losses incurred by Woods which are in any way attributable to the Supplier's failure to meet such dates.

12.2 If the Supplier has delivered Goods or Deliverables that do not comply with the Contract, without limiting its other rights or remedies, Woods shall have one or more of the following rights, whether or not it has accepted the Goods or Deliverables:

(a) to reject the Goods or Deliverables (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;

(b) to terminate any or all Contracts with immediate effect by giving written notice to the Supplier;

(c) to require the Supplier to repair or replace the rejected Goods or Deliverables, or to provide a full refund of the price of the rejected Goods or applicable Services (if paid);

(d) to refuse to accept any subsequent delivery of the Goods or Deliverables which the Supplier attempts to make;

(e) to recover from the Supplier any expenditure incurred by Woods in obtaining substitute goods from a third party in excess of what would have been paid to the Supplier; and

(f) to claim damages for any additional Losses incurred by Woods arising from the Supplier's failure to supply Goods or Deliverables in accordance with the Contract.

12.3 These Terms shall extend to any substituted or remedial Services and/or repaired or replacement Goods or Deliverables supplied by the Supplier and are in addition to (and do not in any way prejudice) any other rights or remedies Woods may have available to it at law, in equity or otherwise.

13. CONFIDENTIALITY

The Supplier shall keep in strict confidence all technical or commercial information, know-how, specifications, inventions, processes or initiatives which are of a confidential or commercially sensitive nature and have been disclosed to the Supplier by or on behalf of Woods or its agents and any other confidential information concerning Woods's business or its prices or products which the Supplier may obtain and the Supplier shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purposes of discharging the Supplier's obligations to Woods and shall ensure that such employees, agents or sub-contractors are subject to the same obligations of confidentiality as bind the Supplier. For the avoidance of doubt, this clause 13 shall survive termination of the Contract.

14. TUPE

14.1 The parties to the Contract agree and accept that TUPE is unlikely to apply in respect of the arrangements contemplated by any Contract.

14.2 Notwithstanding the above, in the event that TUPE is deemed to apply or any third party (including but not limited to the Supplier's personnel) claims that TUPE applies, the Supplier shall indemnify Woods in full in relation to any Losses incurred by Woods as a result of the transfer or deemed transfer (or claimed transfer) of any of the Supplier's personnel or other third party to Woods pursuant to the operation of TUPE and/or the termination by Woods or pursuant to TUPE of any of the Supplier's personnel or other third party.

14.3 For the avoidance of doubt, if any of the Supplier's personnel or other third party is deemed to have transferred to Woods pursuant to TUPE or otherwise, Woods shall be entitled to terminate their employment and the Supplier shall fully indemnify Woods in relation to all Losses resulting from such termination.

15. NO PARTNERSHIP

The Supplier and Woods are independent contractors with respect to each other and nothing in any Contract shall create an association, partnership, joint venture or agency relationship between them.

16. ASSIGNMENT & SUB CONTRACTING

The Supplier shall not assign or sub contract or otherwise make over any of its rights under any Contract formed pursuant hereto without the prior written permission of Woods.

17. WAIVER

The failure or neglect of Woods to enforce at any time any of the provisions of any Contract formed pursuant hereto shall not be construed nor shall be deemed to be a waiver of Woods's rights under any Contract nor in any way shall such a failure or neglect effect the validity of the whole or any part of any Contract nor prejudice Woods's right to take subsequent action.

18. SEVERANCE

If any provision in these Terms (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part provision, to the extent required, shall be deemed not to form part of these Terms, and the validity and enforceability of the other provisions of these Terms shall not be affected.

19. GOVERNING LAW

Each Contract shall be subject to English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts. Any dispute that arises will be referred to a Court or Arbitration panel in the United Kingdom.

20. OTHER RIGHTS AND REMEDIES

Nothing in these Terms shall prejudice any condition or warranty, express or implied, or any right or remedy to which Woods is entitled in relation to the Goods, Deliverables and Services by virtue of statute, common law or other.

21. DATA PROTECTION

Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

21.2 The parties acknowledge that for the purposes of the Data Protection Legislation, Woods is the data controller and the Supplier is the data processor (where "Data Controller" and "Data Processor" have the meanings as defined in the Data Protection Legislation).

21.3 Without prejudice to the generality of clause 21.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:

- (a) process that Personal Data only on the written instructions of Woods unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data ("Applicable Laws). Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify Woods of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying Woods;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by Woods, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of Woods has been obtained and the following conditions are fulfilled:
 - (i) Woods or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;

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- (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (iv) the Supplier complies with reasonable instructions notified to it in advance by Woods with respect to the processing of the Personal Data;
- (e) assist Woods in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify Woods without undue delay (and in any event within 24 hours) on becoming aware of a Personal Data breach;
- (g) at the written direction of Woods, delete or return Personal Data and copies thereof to Woods on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by Woods or Woods's designated auditor.

21.4 Woods does not consent to the Supplier appointing any third party processor of Personal Data under this agreement.