



- Supplier shall hold in custody at its own risk and treat with the highest degree of care and skill accepted within the trade all items or other materials of the Buyer (if any) provided to the Supplier for or in connection with the supply of the Goods; and
- iii. the Goods shall comply with all applicable laws, standards and regulations (and with any collection, quantity or other requirements stated on the Order) concerning the manufacture, packaging, labelling, storage, handling and delivery of the Goods, and with all relevant Health and Safety and Environmental regulations, European and Czech Standards and with best accepted industry standards
- b. In the case of the Services the Supplier warrants to the Buyer that:
- i. the Services shall, on completion of their provision to the Buyer, comply with the agreed specification or, if none, with the Supplier's standard specification and with any description or demonstration and shall otherwise be the best of their kind provided in the trade and be to the Buyer's reasonable satisfaction;
  - ii. the Services shall be provided with the highest standards of care, skill and workmanship accepted within the trade and the Supplier shall hold in safe custody at its own risk and treat with the highest degree of care and skill accepted within the trade all items or other materials of the Buyer (if any) provided to the Supplier for or in connection with the provision of the Services;
  - iii. it shall use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
  - iv. it shall use the best quality goods, materials, standards and techniques, and ensure that the deliverables and all goods and materials supplied and used in the Services or transferred to the Buyer, will be free from defects in workmanship, installation and design;
  - v. the Services shall be provided in accordance with all applicable standards, regulations and/or legal requirements, all relevant European and Czech Standards, and best accepted industry practices; and
  - vi. in the case of the Services provided on or at premises of the Buyer, the Supplier shall comply with all relevant Buyer policies (including health and safety policies)

- authorise any sub-contractor to process the Personal Data ("**sub-processor**") other than with the prior written consent of the Buyer, which consent shall be conditional on the Supplier ensuring compliance with Articles 28(2) and 28(4) of the GDPR; and (vii) cease Processing the Personal Data within ninety (90) days upon the termination or expiry of this Contract or, if sooner, the Service to which it relates and as soon as possible thereafter (at the Buyer's option), either return, or securely wipe from its systems, the Personal Data and any copies of it or of the information it contains, other than to the extent that, and for so long as, the Supplier is required to retain the Personal Data due to a legal or regulatory requirement.
- c. If the Buyer receives a request from a Data Subject to exercise any of its rights pursuant to Chapter III of the GDPR, the Supplier shall notify the Buyer as soon as reasonably practicable and shall implement and maintain appropriate measures and provide all such assistance as the Buyer may reasonably require to enable the Buyer to timeously comply with the subject access request.
  - d. The Supplier shall notify the Buyer promptly and without undue delay (and in any event within 24 hours upon becoming aware) of a Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the Buyer with sufficient information and in a timescale which allows the Buyer to meet any obligations to report a Personal Data Breach under the Data Protection Laws and shall take such steps as are directed by the Buyer (acting reasonably) to assist in the investigation, mitigation and remediation of such Personal Data Breach.
  - e. The Supplier shall make available to the Buyer such further information and (as applicable) allow for and contribute to any audit or review exercise, conducted by the Buyer or an auditor mandated by the Buyer to provide assurance that the Supplier is in compliance with the obligations set out in this clause 9, provided always that this requirement shall not oblige the Supplier to provide or permit access to information concerning: (i) the Supplier's internal pricing information; or (ii) information relating to other clients of the Supplier (save where mandated or required by a supervisory data protection authority). The Supplier must immediately inform the Buyer if, in its opinion, an instruction provided by the Buyer pursuant to this Contract infringes the GDPR or other EU or Member State data protection provisions.
  - f. The subject matter, and the purpose, of Processing under this Contract is the provision of Services set out herein and such Processing may take place throughout the period