

## STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS & PROFESSIONAL SERVICES

The terms and conditions as presented herein (the “**Conditions**”) are the standard terms that apply to all business placed with third parties for the provision of Goods (as defined herein) by Service Express Europe Limited (Company Number 02146732), whose registered office is at Franklin Court, Priory Business Park, Bedford MK44 3JZ (“**Services Express**”). These Conditions are to be read in conjunction with any specific supplemental terms for the business in question and the Purchase Order as supplied by Services Express.

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## 1 Definitions

1.1. In the Agreement, unless the context otherwise requires, the following words have the following meanings:

<b>"Affiliate"</b>	means, in relation to a Party, any existing or future Person which directly or indirectly controls, is controlled by or is under common control with such Party including as a Subsidiary or Holding Company or Subsidiary of such Holding Company (as such expressions are defined by Section 1159 of the UK Companies Act 2006 (as amended, consolidated, re-enacted, or replaced from time to time));
<b>"Agreement"</b>	means these Conditions as may be amended or modified from time to time in accordance with the provisions herein, a Purchase Order and (unless the context otherwise requires) including any additional terms and conditions agreed in writing between the Parties and attached to the Purchase Order;
<b>"Agreement Term"</b>	shall have the meaning as set out in Clause 2;
<b>"Applicable Laws"</b>	means all present or future laws, statutes, by-laws, orders, enactments, regulations, legally binding guidelines, requirements, or industry codes of any Governmental Authority applicable to the Goods and Professional Services or any other activities under the Agreement, including Data Protection Legislation;
<b>"Services Express Group"</b>	means (i) Services Express; and (ii) its Affiliates;
<b>"Services Express IPR"</b>	means the IPR owned or licensed by Services Express or any member of Services Express Group;
<b>"Services Express Codes and Policies"</b>	means the Services Express codes and policies for Suppliers as published at <a href="https://www.bluechip.co.uk/supplier-terms-conditions/">https://www.bluechip.co.uk/supplier-terms-conditions/</a> ;
<b>"Services Express Project IPR"</b>	means all IPR arising as a direct result of the supplying the Goods and/or Professional Services including in any deliverables, information, data, documents and reports, whether accepted or rejected, which are developed or delivered by or for the Supplier Group exclusively for use by Services Express Group pursuant to the provision of or relating to the Goods;
<b>"Business Day"</b>	means a day which is not a Saturday, Sunday or a public holiday in England and Wales;
<b>"Change Request"</b>	means a formal written request for an amendment to an Order or any alteration in the quality, specification or quantity of the Goods and/or Professional Services or the way in which they are delivered;
<b>"Charges"</b>	means the amount payable to the Supplier by Services Express in consideration for the Goods and/or Professional Services (as applicable) for an Order;
<b>"Commencement Date"</b>	shall have the meaning as set out in Clause 2;
<b>"Computer Virus"</b>	means any malicious software, such as malware, worms, trojan horses, ransomware, spyware, adware, scareware, boot loaders, or any other software or data which may reasonably be considered to be of malicious intent (including any unplanned and unapproved change introduced by such software);
<b>"Conditions"</b>	means the terms and conditions set out in this document;
<b>"Confidential Information"</b>	means, with respect to the Parties, any information relating to the Parties or to their businesses, customers, Personnel or suppliers including data, material or know-how concerning, or in any way relating to the Parties including, without limitation, plans, proposals, forecasts, technical methodologies, information about technological or organisational systems, business activities, databases, IPR, oral disclosures and other data which may be, or contain proprietary and/or marketing, technological, or business information;
<b>"Data Protection Legislation"</b>	means (i) EU Regulation 2016/679 (" <b>GDPR</b> "); (ii) any national implementing laws and secondary legislation including the Data Protection Act 2018, relating to the handling of Personal Data, as amended or updated from time to time; and (iii) any successor legislation, as amended, consolidated, re-enacted or replaced from time to time;

<b>"Delivery Date"</b>	means a date specified in the Order, or as otherwise agreed in writing by the Parties, or if no date is specified, within fourteen (14) days of the date of the Order, upon which the Supplier must complete the delivery and set-up (where applicable) of Goods such that they are ready for use by Services Express;
<b>"Delivery Location"</b>	means the address or addresses for delivery of Goods and/or Professional Services as set out in the Order or as otherwise agreed in writing by the Parties;
<b>"Disclosing Party"</b>	means the Party disclosing an item of Confidential Information;
<b>"Force Majeure Event"</b>	means any cause affecting the performance by a Party of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, riots, war or armed conflict, acts of terrorism, acts of Governmental Authorities, fire, flood, hurricane, tornado, or earthquake, pandemic, disaster, force majeure declaration of suppliers or strike, lockout or other form of industrial action (other than a strike, lockout or other form of industrial action of or by its own Personnel);
<b>"Good Industry Practice"</b>	means, in relation to any activity or requirement relevant to the Agreement, the exercise of that degree of skill, care diligence, prudence and foresight and using the practices, processes, procedures and guidelines which would reasonably and ordinarily be expected from a skilled and experienced Person engaged in the same type of such activity or requirement under the same or similar circumstances and conditions in the United Kingdom;
<b>"Goods"</b>	means the goods (or any part of them) to be supplied by the Supplier pursuant to the Agreement, more particularly described in the Order;
<b>"Governmental Authority"</b>	means any court, government, regulatory agency or authority, like or successor body (in each case whether international, national or local and in any competent jurisdiction) (including but not limited to the Information Commissioner's Office and its successors);
<b>"IPR"</b>	means all intellectual property rights, wherever in the world, howsoever arising and in whatever media, whether or not registered, including copyright, patents, trademarks, service marks, trade names, rights in databases, trade secrets, utility models, semi-conductor rights, know-how, registered design, software, and all rights in the nature of unfair competition rights or rights to sue for passing off and any applications for protection or registration of these rights and all renewals and extensions thereof throughout the world;
<b>"Normal Working Hours"</b>	means the hours of 09:00 – 17:30 on a Business Day;
<b>"Order"</b>	means the order for the Goods and/or Professional Services as defined by Services Express or the Supplier which includes the Specification (where applicable), as referenced, or set out in Services Express's Purchase Order;
<b>"Party"</b>	means either the Supplier or Services Express and <b>"Parties"</b> shall mean both of them;
<b>"Person"</b>	means any individual, firm, corporation wherever incorporated, trust, joint venture (whether or not having a separate legal existence), partnership, limited liability company, association (whether incorporated or not), or any other entity, or any governmental body or subdivision, agency, or authority and also such Person's legal personal representatives and successors;
<b>"Personnel"</b>	means officers, directors, employees, workers and agents (including any persons hired as consultants or contract staff) engaged in (i) the receipt, delivery and/or installation of the Goods; and/or (ii) the receipt and/or performance of the Professional Services;
<b>"Professional Services"</b>	means any one time activities be completed by the Supplier including those to ensure that the Goods can be delivered by the Supplier and be used by Services Express after delivery;
<b>"Purchase Order"</b>	means the formal Services Express requisition that authorises the Supplier to proceed with an Order and incorporates these Conditions;
<b>"Recipient"</b>	means the Party receiving an item of Confidential Information;
<b>"Specification"</b>	means any written description for the Goods and/or Professional Services (as applicable), including any technical specifications, related plans and drawings, that is agreed in writing by Services Express and the Supplier;

"Supplier"	means the company or entity as named on the Purchase Order from whom Services Express purchases the Goods;
"Supplier Group"	means (i) the Supplier; and (ii) its Affiliates;
"Supplier IPR"	means the IPR which is owned by, developed by, or licensed by the Supplier (excluding Services Express Project IPR and Services Express IPR) which is used for the provision of the Goods and/or Professional Services and is not explicitly developed for Services Express;

- 1.2. In the Agreement, unless the context otherwise requires:
- words in the singular include the plural and vice versa and words in one gender include any other gender;
  - a reference to: (i) any Party includes its successors in title and permitted assigns; (ii) "including", "include", "in particular" or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding those terms; (iii) "will" and "shall" shall be interpreted as expressions of command, not merely expressions of future intent or expectation; and (iv) "in writing" includes, except for the purposes of Clause 22, communications via electronic mail.
- 1.3. The headings in these Conditions are for convenience and are not to be used in interpreting the Agreement.
- 1.4. Unless otherwise stated, reference to any statute or statutory provision includes reference to the statute or statutory provision as from time to time amended, extended or re-enacted and shall also include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.5. If there is any ambiguity or conflict between the terms of a Purchase Order, an Order, or these Conditions the following order of priority shall prevail; (i) the Purchase Order; (ii) these Conditions; and (iii) the Order.

## 2 Appointment and Duration

- 2.1. A Purchase Order constitutes an offer by Services Express to purchase the Goods and/or Professional Services in accordance with these Conditions and the Order. These Conditions apply to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2. Any quotation or other submission from the Supplier shall be deemed to be an offer subject to these conditions. No agreement to supply shall be binding on Services Express until Services Express expressly accepts such an offer by issue of a Purchase Order or other express written agreement of Services Express signed by an authorised signatory of Services Express.
- 2.3. An Order shall be deemed to be accepted by the Supplier on the date of the earlier of; (i) the Supplier issuing a written acceptance of the relevant Purchase Order; or (ii) the Supplier doing any act consistent with fulfilling the Purchase Order, (the "**Commencement Date**") at which point the Agreement shall come into existence. The Agreement will commence on the Commencement Date and shall continue until completion of the Order (the "**Agreement Term**") unless otherwise terminated as provided in the Agreement.
- 2.4. For the avoidance of doubt these Conditions are only applicable to the supply of Goods and Professional Services. The provision of any ongoing support, management, or other services by a third party shall be subject to separate framework agreements and related schedules and/or statements of work between the Parties.

## 3 Quality of the Goods

- 3.1. The Supplier shall ensure that the Goods shall:
- correspond with their description and any applicable Specification including ensuring all electronic products supplied are to be 220V 50Hz power supply compatible unless otherwise stated;
  - be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Services Express expressly or by implication, and in this respect the Services Express relies on the Supplier's skill and judgement;
  - where they are manufactured products, be free from defects in design, material and workmanship and remain so for the longer of (i) twelve (12) months after delivery; or (ii) the manufacturer's warranty;
  - comply with all Applicable Laws and any Economic Sanctions (as defined herein) relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
  - not be encumbered in any way by the rights of third parties except for Goods comprising software, which may be subject to a separate license agreement, to be included in the items delivered, or provided to Services Express in advance of delivery of the Goods.

- 3.2. The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement.

#### 4 Delivery of the Goods

- 4.1. The Supplier shall deliver the Goods on the Delivery Date(s) to the Delivery Location(s) during Normal Working Hours, and ensure all Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition.
- 4.2. Each delivery of the Goods must be accompanied by a delivery note from the Supplier which shows the date of the Purchase Order, the Purchase Order reference, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered. Any delivery without a valid Purchase Order reference will be rejected by Services Express.
- 4.3. If the Supplier requires Services Express to return any packaging material to the Supplier, the requirement and instructions must be clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.
- 4.4. Delivery of the Goods shall only be deemed completed following unloading the Goods at the Delivery Location. If the Supplier (i) delivers less than 95% of the quantity of Goods ordered (unless delivery by instalments has been previously agreed in writing by Services Express), Services Express may reject the Goods; or (ii) delivers more than 105% of the quantity of Goods ordered, Services Express may at its discretion reject the Goods or the excess Goods, and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and Services Express accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.
- 4.5. The Supplier shall not deliver the Goods in instalments without Services Express's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, each delivery may be invoiced, however, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall still entitle Services Express to the remedies set out in Clause 7.

#### 5 Acceptance of the Goods

- 5.1. Services Express may inspect and test the Goods at any time before delivery and within a reasonable time after delivery and return any nonconforming Goods to the Supplier at the Supplier's risk and expense. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Agreement.
- 5.2. If following inspection or testing Services Express reasonably considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings pursuant to Clause 3.1, Services Express shall inform the Supplier in writing and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. Services Express may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 5.3. Subject to the terms of the Agreement, title and risk in the Goods shall only pass to Services Express on completion and acceptance of delivery of Goods. Services Express shall not be deemed to have accepted the Goods until it has had not less than five (5) Business Days to inspect them following delivery. Services Express shall also have the right to reject the Goods as though they had not been accepted for five (5) Business Days after any latent defect in the Goods has become apparent.

#### 6 Professional Services

- 6.1. At all times, the Supplier shall perform the Professional Services with reasonable skill and care in accordance with Good Industry Practice, Applicable Laws, any Specification and the Agreement and shall provide its Personnel in sufficient numbers to properly execute the Professional Services.
- 6.2. Subject to Clause 6.3 and adherence to Services Express's access procedures, health and safety policies and any other reasonable and lawful instructions to the Supplier, Services Express shall permit the Supplier Personnel to enter the Delivery Location(s) during Normal Working Hours (or as otherwise set out in the Specification) for the purpose of carrying out Professional Services.
- 6.3. Services Express reserves the right to refuse any person entry to a Delivery Location if; (i) he or she cannot demonstrate to Services Express's reasonable satisfaction that he or she is authorised for entry via a valid access request and/or is an authorised representative of the Supplier; (ii) Services Express reasonably considers it inappropriate to allow the individual access to the Delivery Location for any reason (whether or not he or she is authorised); or (iii) any individual wishing to acquire access refuses to be searched and for any items (including data storage devices) to be properly checked.

## 7 Remedies

- 7.1. If the Goods or Professional Services are not delivered on the Delivery Date(s), or if any Goods or Professional Services are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Agreement, then, unless the Supplier's delay was due to a Force Majeure Event, then without limiting any of Services Express's other rights or remedies, whether or not it has accepted delivery of the Goods or Professional Services, Services Express may exercise any one or more of the following remedies:
- a) cancel the Purchase Order or reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier and require a full refund to be paid forthwith by the Supplier of any payments made;
  - b) require the Supplier at its expense to either remedy any defect in the Goods or performance of the Professional Services or to supply replacement Goods and/or carry out any works necessary work to ensure that the terms of the Agreement are fulfilled;
  - c) without any liability to Services Express, refuse to accept any further deliveries of the Goods and/or further performance of the Professional Services and recover from the Supplier any costs incurred by Services Express in obtaining substitute goods or services from a third party;
  - d) carry out, or engage a third party to carry out, at the Supplier's expense any work necessary to make the Goods and/or Professional Services comply with the Agreement, including any Specification, and claim such damages as may have been sustained as a result of the Supplier's breach of the Agreement.
- 7.2. For the avoidance of doubt these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier and Services Express's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

## 8 Warranties and Undertakings

- 8.1. The Supplier warrants and undertakes that:
- a) the Goods delivered will retain compliance with Clause 3.1 for a period being the greater of (i) twelve (12) months after delivery; or (ii) the manufacturer's standard warranty, and the Supplier shall bear the costs of any repair, modification or replacement of Goods to enable such compliance (excluding fair wear and tear or misuse by Services Express);
  - b) in performing its obligations under the Agreement, it shall, and shall procure that its Affiliates (as applicable) comply with all Applicable Laws and Economic Sanctions in accordance with the Supplier's obligations under the Agreement;
  - c) any Professional Services will be performed in accordance with Good Industry Practice by Personnel of appropriate skill and experience acting at all times in good faith and with due diligence;
  - d) it shall comply with and ensure its Personnel complies with the Services Express Codes and Policies and other reasonable and lawful policies notified to the Service Provider in writing by Services Express. Subject to prior written approval, Services Express agrees to accept and cover any reasonable costs incurred by the Supplier in implementing any Services Express specific policies notified to the Supplier after the Commencement Date;
  - e) it will, and will ensure that all members of its Personnel will, take reasonable care to ensure that it and they do not knowingly interfere with the business operations of Services Express unless any action taken by the Supplier to avoid such interference would result in the Supplier failing in its obligations under the terms of the Agreement;
  - f) if Services Express requests that a member of Personnel should be removed from the provision of the Professional Services by reason of competence, compliance with Applicable Laws or breach of warranty, Services Express will inform the Supplier in writing and the Supplier will promptly remove that person from any activities under the Agreement;
  - g) it has and will continue to have the authority to grant to Services Express any rights to be granted hereunder and owns or has obtained valid licences to any IPR necessary for the fulfilment of all its obligations under the Agreement, including the right to use any third party software identified in an Order and/or needed for any Professional Services;
  - h) it has taken and will continue to take all practical steps, in accordance with Good Industry Practice, to prevent the introduction of any Computer Virus into the Goods and any systems, data or software owned by or under the control of Services Express; and
  - i) it shall (where stated as a Supplier responsibility in the Order) install the Goods to the design agreed by Services Express, in accordance with manufacturer recommendations, and as set out in the Specification. Additionally, the Supplier will ensure that the hardware and software specified in an Order are compatible, unless agreed in writing by Services Express.

## 9 Confidentiality

- 9.1. Except to the extent set out in this Clause 9, or where disclosure is expressly permitted elsewhere in the Agreement, each Party shall treat the other Party's Confidential Information as confidential; and not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
- 9.2. This Clause 9 shall exclude any information which; i) was already known to the Recipient before the time of its disclosure to the Recipient and is not subject to confidentiality restrictions; (ii) which is in the public domain at the date of its disclosure to the Recipient or which thereafter enters the public domain through no fault of the Recipient (but only after it becomes part of the public domain); (iii) which is received by the Recipient without obligation of confidence from a third party who the Recipient had no reason to believe was not lawfully in possession of such Confidential Information free of any obligation of confidence; or (iv) is independently developed by the Recipient without any use of or reference to Confidential Information of the Disclosing Party, as evidenced by the records of the Recipient.
- 9.3. The Supplier shall only disclose Services Express's Confidential Information to the Supplier's Personnel who are directly involved in the provision of the Goods and/or Professional Services and who need to know the information in order to allow the Supplier to meet its obligations under the Agreement. The Supplier shall ensure that such Personnel are aware of, and comply with, these confidentiality obligations.
- 9.4. The Supplier will not, and shall procure that its Personnel do not, use any of Services Express's Confidential Information received otherwise than for the purposes of the Agreement, and shall not disclose any of Services Express's Confidential Information to any third party without the prior written consent of Services Express.
- 9.5. This Clause 9 shall survive termination of the Agreement, howsoever arising.

## 10 IPR Ownership and Licence

- 10.1. Subject to this Clause 10 neither Party shall use the trade names, trademarks, and/or other registered or unregistered designs, names, or logos of the other without the other Party's prior written consent.
- 10.2. The Supplier acknowledges that documents, records or other materials ("**Services Express Materials**") provided or made available to the Supplier or any of its Personnel by or on behalf of Services Express and any amendments additions or changes to them, shall be owned by and remain within the ownership of Services Express and nothing in the Agreement or otherwise shall confer on the Supplier or its Personnel any right, title or interest in respect of such documents, records or materials.
- 10.3. The Supplier acknowledges that Services Express is the owner or licensed user of Services Express IPR, which shall include Services Express Materials, and that except as expressly specified in Clause 10.5, nothing in the Agreement or otherwise shall confer on the Supplier or its Personnel any right, title or interest in Services Express IPR.
- 10.4. The Supplier shall keep the Services Express Materials in safe custody at its own risk, maintain them in good condition until returned to Services Express, and not dispose or use the same other than in accordance with the Services Express's written instructions or authorisation.
- 10.5. Subject to Services Express obtaining all necessary consents from third party licensors, Services Express hereby grants to the Supplier a non-exclusive, non-transferable, revocable, royalty-free licence to use such of Services Express IPR as relates to the Goods and Professional Services, strictly for the purposes of and to the extent necessary for the Supplier to perform its obligations under the Agreement.
- 10.6. Furthermore, the Parties acknowledge and agree that all Services Express Project IPR shall be the property of or licensed to Services Express. The Supplier hereby:
  - a) assigns with full title guarantee to Services Express all rights, title and interest in any Services Express Project IPR which belongs to the Supplier or the Supplier Group;
  - b) where full title cannot be assigned by the Supplier, undertakes to procure the granting to Services Express of a non-exclusive, perpetual and irrevocable, royalty-free, worldwide licence to use any Services Express Project IPR which is owned by or licensed to the Supplier or the Supplier Group for the benefit of and at no cost to Services Express Group; and
  - c) agrees to perform all further acts necessary to perfect any of the foregoing, including by the execution of any and all deeds and documents, at the reasonable request of Services Express but at the Supplier's own expense.
- 10.7. Services Express agrees to and shall grant to the Supplier a non-exclusive, non-transferable, revocable, royalty-free licence to use Services Express Project IPR for the sole purpose of providing the Goods and Professional Services to Services Express pursuant to the Agreement.
- 10.8. The Parties acknowledge that a breach of this Clause 10 may cause irreparable harm and injury to the non-defaulting Party, and, accordingly, the non-defaulting Party shall be entitled, in addition to any other rights and remedies it may have at law or

in equity, to seek an injunction enforcing this Clause 10 or restraining the defaulting Party from breaching or threatening to breach this Clause 10.

## 11 IPR Indemnity

- 11.1. The Supplier shall keep Services Express indemnified against all against any and all claims, demands, actions (including reasonable costs, reasonable expenses (including reasonable legal costs and disbursements on a solicitor and client basis)), arising from or incurred by reason of any claim that the Goods and/or Professional Services, including the Supplier IPR or Services Express Project IPR infringes or allegedly infringes (including the defence of such alleged infringement), the IPR of a third party (an “IPR Claim”).
- 11.2. If an IPR Claim is made in respect of any Goods, Professional Services, Supplier IPR, or Services Express Project IPR or in the reasonable opinion of the Supplier is likely to be made, the Supplier may at its own expense modify or replace such Goods, Professional Services, Supplier IPR, or Services Express Project IPR or (with Services Express’s written consent) procure a licence for Services Express to use any Goods, Professional Services, Supplier IPR, or Services Express Project IPR without reducing the performance or functionality of the same, so as to avoid the infringement or the alleged infringement and the terms herein shall then apply to such modified or replaced Goods, Professional Services, Supplier IPR, or Services Express Project IPR.
- 11.3. If a replacement or modification in accordance with Clause 11.2 is not promptly possible so as to avoid any IPR infringement or the Supplier has been unable to procure a licence, without prejudice to any other rights and remedies Services Express may have under the Agreement or Applicable Laws, the Supplier shall be liable for the full value of any replacement Goods, Professional Services, or Services Express Project IPR, together with associated costs incurred in implementing such replacement. Failure to provide a replacement or modification or to procure a licence in accordance with Clause 11.2 so as to avoid the IPR infringement or to cover the full value of any replacement of the Goods Professional Services, or Services Express Project IPR, under this Clause 11.3 shall constitute a material breach without remedy within the meaning of Clause 18.
- 11.4. The foregoing states the entire liability of the Supplier with regard to the infringement of any IPR by Services Express’s use or possession of any Goods, Professional Services, Supplier IPR, or Services Express Project IPR.

## 12 Data Protection

- 12.1. Both Parties shall comply with the Data Protection Legislation in so far as it is relevant in respect of the provision and use of the Goods and/or Professional Services. For the purposes of the Agreement, the terms Data Controller, Data Processor, Personal Data, and Processing shall be as defined in the Data Protection Legislation.
- 12.2. The Parties acknowledge that Services Express is a Data Controller and that the Supplier is not considered a Data Processor in providing the Goods and/or Professional Services. The Supplier further acknowledges that it has not been given any authority by Services Express to make any attempt to access any data on the Goods, any Services Express systems, or as part of the Professional Services and confirms that it shall not do so. In the event the Supplier is required to process Personal Data as defined in the Data Protection Legislation, the Supplier agrees to enter into a separate data processing agreement in addition to these Conditions and shall process Personal Data in accordance with such agreement.
- 12.3. The Parties further acknowledge that it may be necessary to exchange Personal Data relating to their respective Personnel and/or customers in order to receive the benefit or delivery of (as applicable) the Goods and/or Professional Services. Where a Party receives any such Personal Data from the other Party it does so as Data Controller and shall ensure that it shall ensure that it fully complies with the Data Protection Legislation.

## 13 Regulated Activities and Audit

- 13.1. The Supplier shall provide Services Express with all required assistance, information and documentation to the extent reasonably required to allow Services Express to satisfy itself, its auditors or any Governmental Authority that the Goods and/or Professional Services comply with any Applicable Laws including any Economic Sanctions. The Supplier shall provide such information and at such times as requested by Services Express to enable Services Express to monitor the performance of the Supplier and evaluate risks.
- 13.2. Upon reasonable notice (except where a Governmental Authority requires otherwise), the Supplier shall (and shall ensure that its subcontractors and suppliers shall) provide any auditors and inspectors as Services Express or any Government Authority may designate access during Normal Working Hours (except as may be necessary to perform audits) to the premises, Personnel and records of the Supplier and/or its subcontractors and suppliers for the purpose of performing audits or inspections relating to the Supplier’s engagements with Services Express, the Goods, and/or Professional Services including for the purpose of auditing and/or monitoring the performance of the Supplier against the terms of the Agreement, and all further assistance, co-operation and information as reasonably requested and required for the purposes of the Agreement.



- 13.3. The Supplier shall supply to Services Express promptly such information relating to the Supplier's financial condition (including the annual audited and approved financial statement) and otherwise in relation to the business of the Supplier as Services Express reasonably requests from time to time.

## 14 Charges & Payment

- 14.1. The Charges shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Agreement came into existence. The Charges for an Order including Goods shall include the costs of packaging, insurance, customs duties and taxes, carriage, and delivery of the Goods. No variation in the Charges shall be accepted by Services Express other than set out in these Conditions.
- 14.2. The Parties agree that unless otherwise specified in an Order the Charges are inclusive of all expenses anticipated to be incurred by the Supplier in the performance of the Agreement and subject to any change to the Charges agreed in accordance with these Conditions, Services Express shall have no obligation to make any payment to the Supplier other than the Charges.
- 14.3. All Charges from the Supplier are to be stated exclusive of value added tax ("VAT"), any similar sales tax and/or any tax that replaces such sales taxes. VAT shall be added to all sums invoiced under the Agreement at the rate prevailing at the date of the invoice in the country in which the Goods or Professional Services are delivered and will be payable at the same time as the amount to which it relates.
- 14.4. The Supplier may invoice Services Express for the Charges on or at any time after the completion of delivery and acceptance of the Goods and/or any Professional Services. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, Services Express's Purchase Order Number, the Supplier's VAT registration number, and any supporting information set out in the Order or that Services Express may reasonably request in writing prior to the receipt of the invoice from the Supplier.
- 14.5. Services Express shall not be obliged to accept any invoice prior to completion of delivery and/or any Professional Services, or that does not include Services Express's Purchase Order number. Unless stated otherwise in the corresponding Purchase Order, Services Express shall pay correctly rendered invoices; (i) within sixty (60) days of receipt of the invoice (the "Due Date"); and (ii) in Pounds Sterling by electronic transfer to an account nominated in writing by the Supplier.
- 14.6. Where Services Express disputes an invoice, the nature and detail of the dispute shall be detailed in writing, and the Parties will act promptly and in good faith to resolve the matter. Payment for undisputed items on a disputed invoice shall be made in accordance with the normal payment terms for the invoice.
- 14.7. Where payment is due on a day which is not a Business Day, the amounts are due and payable on the next Business Day. The amount of the Charges and the timing and/or the method of payment of the same may be amended from time to time as agreed in writing between the parties.
- 14.8. Services Express may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to Services Express against any liability of Services Express to the Supplier.
- 14.9. In the event that Services Express fails to pay any undisputed amount payable by it to the Supplier within thirty (30) days of the Due Date for payment, the Supplier shall be entitled to charge interest on the undisputed amount outstanding at the rate of two (2) per cent above the then current base rate of the Bank of England, from the Due Date for payment until the date of payment (whether before or after judgment).
- 14.10. For the avoidance of doubt payment of an invoice does not deem acceptance by Services Express of any Goods or Professional Services.

## 15 Change Control Procedure

- 15.1. Prior to delivery of the Goods and/or completion of a Purchase Order, Services Express may raise a Change Request in accordance with the procedures set out in this Clause 15. Until such time as a Change Request is approved in accordance with this Clause 15, the Parties shall, unless otherwise agreed in writing, continue to perform their respective obligations under the Agreement in compliance with its terms prior to the Change Request.
- 15.2. On receiving the Change Request the Supplier shall within five (5) Business Days evaluate the Change Request and, as it deems appropriate (i) request further information from Services Express, (ii) notify Services Express of its rejection and giving reasons for such rejection; or (iii) notify Services Express of any amendments, or additional terms and conditions, required to be incorporated in the Change Request before it can be accepted.
- 15.3. If the Supplier does not notify Services Express of the rejection of the Change Request, the Supplier shall in addition, where relevant, respond to the Change Request by confirming in writing details of any variation to be made to the Order, including the Specification and Charges as a result of implementing the relevant Change Request.

- 15.4. Except as provided in this Clause 15 the Supplier shall not be obliged to agree a Change Request provided the Supplier shall not withhold agreement to any Change Request for which implementation is required to comply with any Applicable Laws. In the event the Supplier does not approve a Change Request, Services Express shall be entitled to terminate the Agreement without penalty or any other liability immediately by giving the Supplier notice in writing.
- 15.5. Each Party shall bear its own costs in connection with the preparation of all documentation relating to and negotiation of proposed changes. Any discussions, negotiations, or other communications that may take place between the Parties in connection with any proposed Change Request shall be without prejudice to the rights of either Party.
- 15.6. Following confirmation of acceptance of a Change Request the Order shall be amended so that it includes a description of the Change Request, and the Supplier shall be entitled to vary the Charges (where applicable) by an amount equal to the amount notified to Services Express under this Clause 15, subject to the terms of the Change.

## 16 Remedies and Liabilities

- 16.1. The Supplier shall indemnify Services Express against all liabilities losses, damages, injury, costs, interest, and expenses (including but not limited to any direct losses, and all interest, penalties, legal and other professional fees and expenses) and judgements awarded against or incurred or paid by Services Express as a result of or in connection with
  - a) defective workmanship, quality or materials, defective products in breach of the Consumer Protection Act 1985 and/or the General Product Safety Regulations 2005;
  - b) any claim made against Services Express by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods and/or Professional Services, to the extent that the defects in the Goods and/or Professional Services are attributable to the acts or omissions of the Supplier, its Personnel or sub-contractors;
  - c) any claim made against Services Express by a third party arising out of or in connection with the supply of the Goods and/or Professional Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement by the Supplier, its Personnel or sub-contractors; and
  - d) any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by or awarded against Services Express as a result of any breach of Clauses 25 (Anti-Bribery & Sanctions) and 26 (Modern Slavery).
- 16.2. The Parties accept that nothing in the Agreement limits or excludes any liability for (i) fraud or fraudulent misrepresentation; (ii) death or personal injury resulting from their negligent acts or omissions in connection with the Agreement; (iii) the Supplier indemnity for IPR pursuant to Clause 11; or (iv) any liability which cannot by Applicable Laws be limited or excluded.
- 16.3. Neither Party shall be liable to the other in contract, tort (including negligence or breach of statutory duty) or misrepresentation (whether innocent or negligent) or otherwise for any special, indirect or consequential losses, costs, damages, charges or expenses, including loss of profits, business, revenue (excluding fees), goodwill or anticipated savings of any kind whatsoever and howsoever caused, even if reasonably foreseeable and even if it has been advised of the possibility of such losses or events.
- 16.4. Subject to Clause 16.2, Services Express's total liability arising from or in connection with the Agreement shall not exceed the Charges for the Goods and/or Professional Services in accordance with the terms set out herein.
- 16.5. The provisions of this Clause 16 shall survive the termination of the Agreement howsoever caused.

## 17 Subcontracting

The Supplier shall not sub-contract any of its obligations under the Agreement after the Commencement Date without the prior written consent of Services Express which will not be unreasonably withheld. In the event that Services Express consents to the Supplier sub-contracting any of its obligations under the Agreement, the Supplier shall be and shall remain responsible and liable for all its obligations pursuant to the Agreement and for all acts and omissions of its sub-contractors.

## 18 Termination

- 18.1. Services Express may terminate the Agreement in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the relevant Goods and/or Professional Services. Services Express shall pay the Supplier fair and reasonable compensation for any work already in progress on the Goods at the time of termination which cannot reasonably be recovered or mitigated by the Supplier or Manufacturer. For the avoidance of doubt such compensation shall not include loss of anticipated profits or any consequential loss.
- 18.2. Services Express may by notice in writing terminate the Agreement with immediate effect if the Supplier:
  - a) commits a material breach of the Agreement that is not capable of remedy and for the avoidance of doubt a breach of Clauses 25 (Anti-Bribery & Sanctions) and 26 (Modern Slavery) by the Supplier shall be deemed a material breach not capable of remedy ;

- b) subject to sub-clause a) is in breach of any material obligations under the Agreement that is capable of remedy and fails to remedy the breach within a period of thirty (30) days after receiving written notice of the breach from Services Express; or
- c) has a receiver or administrative receiver appointed for it or over any part of its undertaking or assets or passes a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect or if the Supplier becomes subject to an administration order or enters into any voluntary arrangement with its creditors or ceases or threatens to cease to carry on business; or
- d) the Supplier's financial position deteriorates to such an extent that in Services Express's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- e) the Supplier threatens to suspend, ceases, or threatens to cease to carry on, all or a substantial part of its business.

18.3. The Supplier may by notice in writing terminate the Agreement with immediate effect if Services Express is in breach of any of its material obligations under the Agreement that is capable of remedy and fails to remedy the breach within a period of thirty (30) days after receiving written notice of the breach from the Supplier. For the avoidance of doubt the failure by Services Express to pay any material amount of any undisputed sums due under the Agreement within thirty (30) days of the Due Date for payment shall be considered a breach of a material obligation.

18.4. If the Supplier is affected by a Force Majeure Event and is unable to cure the effect of the Force Majeure Event within twenty (20) days, Services Express may terminate the Agreement immediately on written notice and acquire an alternate supplier for the Goods, without penalty.

18.5. Termination or expiry of the Agreement shall be without prejudice to any rights and remedies of the Parties accrued before such termination or expiration or which are expressly stated herein to survive termination hereof and nothing in the Agreement shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry.

## 19 Assignment

19.1. The Supplier may not assign the Agreement or its obligations and/or the rights under it without the prior written consent of Services Express, such written consent not to be unreasonably withheld providing (i) such assignment is within the Supplier Group and (ii) the assignee assumes all the Supplier's responsibilities and obligations contained in the Agreement.

19.2. Consent shall not be required for an assignment by Services Express, provided Services Express shall notify the Supplier in writing of such assignment. Where reasonably required, the Supplier expressly declares its consent to such assignment and that it shall undertake any further confirmations and provide further assistance for a formal assignment.

## 20 Force Majeure

20.1. Subject to Clause 20.2 neither Party shall be in breach of the Agreement, or otherwise be liable to the other for any delay in performance or non-performance of any of its obligations under the Agreement to the extent that such delay or non-performance is due to a Force Majeure Event, provided it is not an event that the relevant Party would reasonably be expected to manage via its business continuity or disaster recovery planning in accordance with Good Industry Practice.

20.2. The Party affected by any Force Majeure Event shall use reasonable endeavours to mitigate the effect of the Force Majeure Event and shall immediately give the other Party written notification of the nature and extent of the Force Majeure Event and the Parties shall enter into bona fide discussions with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable.

20.3. A Party cannot claim relief if the Force Majeure Event is attributable to that Party's wilful act, neglect, or failure to take reasonable precautions against the relevant Force Majeure Event.

20.4. Services Express may, during the continuance of any Force Majeure Event, terminate the Agreement in accordance with Clause 18 in the circumstances set out in that Clause.

## 21 Non-Solicitation

During the Agreement Term and for twelve (12) months thereafter, neither Party may solicit, directly or indirectly, any employee of the other Party who was involved in the provision or receipt of the Goods and/or Professional Services. This Clause 21 shall not restrict a Party from hiring employees of the other Party who apply unsolicited in response to a general advertising or recruitment campaign.

## 22 Notices

22.1. Any notice to be given by a Party under the Agreement shall be in writing, signed by or on behalf of the Party giving it and addressed to the other Party's representative. Each notice shall be delivered to the other Party personally or be left at or sent

by prepaid first class post or prepaid recorded delivery to the address of the Party as set out on the Purchase Order or as otherwise notified in writing from time to time.

- 22.2. A notice shall be deemed to have been served at the time of delivery if delivered personally; or two (2) Business Days after posting in the case of an address in the United Kingdom and four (4) Business Days after posting for any other address. If the deemed time of service is not during normal business hours in the country of receipt, the notice shall be deemed served at the opening of business on the next business day of the country of receipt.
- 22.3. A Party shall not attempt to prevent or delay the service on it of a notice connected with the Agreement.

## 23 General

- 23.1. The Agreement sets out the entire agreement and understanding between the Parties in respect of the subject matter of the Agreement and supersedes all prior arrangements or understandings, whether oral or written, between the Parties relating to the subject matter hereof.
- 23.2. To the extent that any provision of the Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed severed and not to be a part of the Agreement, it shall not affect the enforceability of the remainder of the Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.
- 23.3. No purported variation of the Agreement shall be effective unless it is in writing and signed by a duly authorised representative of each of the Parties.
- 23.4. The rights, powers and remedies conferred on any Party by the Agreement and remedies available to any Party are cumulative and are additional to any right, power or remedy which it may have under Applicable Laws or otherwise.
- 23.5. Either Party may, in whole or in part, release, compound, compromise, waive, or postpone, in its absolute discretion, any liability owed to it or right granted to it in the Agreement by the other Party without in any way prejudicing or affecting its rights in respect of that or any other liability or right not so released, compounded, compromised, waived or postponed.
- 23.6. No single or partial exercise, or failure or delay in exercising any right, power or remedy by any Party shall constitute a waiver by that Party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under the Agreement or otherwise.
- 23.7. The Parties acknowledge that no rights or benefits are expressly conferred upon or implied as conferred upon any other person or third party under the Agreement, however the Supplier acknowledges that this Agreement and the Goods and/or Professional Services are for the benefit of the members of the Services Express Group and agrees that each member of the Services Express Group shall be entitled to enforce the terms of this Agreement in its own right. For the avoidance of doubt only a member of the Services Express Group that directly suffers under this Agreement shall be entitled to make a claim against the Supplier.
- 23.8. Nothing contained in the Agreement shall constitute or be deemed to constitute a partnership or joint venture and none of the Parties shall be, or be construed to be, the agent of the other Party for any purpose or to have any authority to bind or incur any liability on behalf of any of the other Party, save as otherwise expressly provided in the Agreement.
- 23.9. The Agreement shall be governed by and construed in accordance with the law of England and Wales. Each of the Parties irrevocably submits for all purposes in connection with the Agreement to the exclusive jurisdiction of the courts of England and Wales.

## 24 Insurance

The Supplier will at its cost maintain in force throughout the Agreement Term, and for claims made after the Agreement Term in respect of events occurring during the Agreement Term, insurance with a reputable insurance company, for professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Agreement, and shall, on Services Express's written request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## 25 Anti-Bribery & Sanctions

- 25.1. The Supplier shall comply with Applicable Laws relating to: (i) anti-bribery and anti-corruption including but not limited to the U.S. Foreign Corrupt Practices Act, UK Bribery Act 2010 and any other applicable law that prohibits bribery or similar activity ("**Anti-Bribery Laws**"); (ii) economic sanctions including those set out in Clause 25.2 ("**Economic Sanctions**"), and shall have and maintain in place throughout the Agreement Term adequate policies and procedures to ensure compliance with both Anti-Bribery Laws and Economic Sanctions, and will enforce them where appropriate.

- 25.2. In connection with the Agreement, the Supplier shall not directly or knowingly indirectly source any products from or otherwise transact with any party that is: (i) targeted by Economic Sanctions administered by the European Union, the United Kingdom, or the United States (collectively, the “**Relevant Economic Sanctions**”); (ii) organised under the laws of or ordinarily resident in a country or territory subject to comprehensive Relevant Economic Sanctions (which currently comprise Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine) (collectively, “**Sanctioned Jurisdictions**”); (iii) the government of a Sanctioned Jurisdiction; or (iv) 50% or more, directly or indirectly, owned or controlled by, or acting on behalf of, one or more individuals or entities described in (i), (ii), or (iii) above.
- 25.3. Without prejudice to any other remedies available to Services Express, in the event Services Express reasonably suspects there to have been a breach of this Clause 25 by the Supplier, the Supplier shall be deemed to be in material breach of the Agreement and Services Express may terminate said Agreement in accordance with Clause 18.2 a).

## 26 Modern Slavery

- 26.1. The Supplier represents, warrants and undertakes that it conducts its business in compliance with all Applicable Laws relating human trafficking and modern slavery including but not limited to to the Modern Slavery Act 2015 and any other applicable law that prohibits human trafficking, modern slavery or similar activity (the “**Slavery Rules**”) and shall comply with any reasonable request received from Services Express for the purposes of Services Express’s annual reporting requirements under the Slavery Rules including any reasonable information, due diligence and/or audit requests made by Services Express pursuant to this Clause 26.
- 26.2. The Supplier shall implement due diligence procedures for its suppliers and sub-contractors, to ensure that there is no slavery or human trafficking in its supply chains and undertakes not to purchase any resource, raw materials, services or other products that have been sourced from producers or manufacturers using forced labour in its operations.
- 26.3. The Supplier shall (i) maintain a complete set of records to trace the supply chain of all Goods provided to Services Express in connection with the Agreement; and (ii) permit Services Express and its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this Clause 26, to have access to and take copies of the Supplier’s records and any other information and to meet with the Supplier’s personnel to audit the Supplier’s compliance with its obligations this Clause 26.
- 26.4. The Supplier acknowledges that Services Express shall take any reasonable and lawful action it believes is necessary to avoid violation of any Slavery Rules, including terminating the Agreement for material breach in accordance with Clause 18.2 a).

## 27 Survival

The expiry or termination of the Agreement for any reason will not affect those provisions which are expressly or by implication to survive expiry or termination of the Agreement and those provisions shall continue in full force and effect.