

STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS & PROFESSIONAL SERVICES

The terms and conditions as presented herein (the “**Conditions**”) are the standard terms that apply to all business placed with Service Express Europe Limited (Company Number 02146732), whose registered office is at Franklin Court, Priory Business Park, Bedford MK44 3JZ (“**Services Express**”) for the provision of Goods (as defined herein) and related services. These Conditions are to be read in conjunction with an Order (as defined herein) in which the Conditions are referenced as the applicable governing terms.

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1 Definitions

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

"Affiliate"	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 Companies Act 2006 (as amended, re-enacted, or replaced));
"Agreement"	means an Order, the relevant Order Acknowledgement and these Conditions as may be amended or modified from time to time in accordance with the provisions herein;
"Agreement Term"	means the duration of the Agreement (if any) as set out in the Order;
"Applicable Laws"	means all present or future laws, statutes, by-laws, orders, enactments, regulations, regulatory policies, legally binding guidelines, requirements, and industry codes of any Governmental Authority applicable to the Goods, Professional Services, or any other activities under the Agreement, including Data Protection Legislation;
"Business Day"	means a day which is not a Saturday, Sunday or a public holiday in England and Wales;
"Change Request"	means a formal written request for an amendment to an Order or any alteration in the quality, specification or quantity of the Goods or Professional Services or the way in which they are delivered;
"Charges"	means the amount (including any applicable Special Bid) payable to Services Express by the Customer in consideration for the Goods and/or Professional Services (as applicable) and determined pursuant to Clause 11;
"Commencement Date"	shall have the meaning as set out in Clause 2;
"Confidential Information"	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, the data and database of Services Express, written descriptions, accounts, data held on magnetic media, business plans, system integration or development concept, oral disclosures and other data some of which may be, or contain proprietary and/or marketing, technological, or business information;
"Customer"	means the company or entity as named on the Order and that purchases Goods and/or Professional Services from Services Express;
"Customer Group"	means (i) the Customer; and (ii) its Affiliates;
"Customer IPR"	means the IPR owned or licensed by a third party to the Customer or any member of the Customer Group that is made available to Service Express;
"Customer Project IPR"	means the IPR arising as a direct result of the supplying the Goods and/or Professional Services including in any deliverables and any proposals, information, data, documents and reports, whether accepted or rejected, which are developed or delivered by or for Services Express Group exclusively for use by the Customer Group pursuant to the provision of or relating to the Goods and/or Professional Services;
"Data Protection Legislation"	means (i) EU Regulation 2016/679 ("GDPR"), and any applicable national laws and secondary legislation including the UK Data Protection Act 2018, relating to the handling of Personal Data, as amended or updated from time to time and (ii) any successor legislation, as amended, consolidated, re-enacted or replaced from time to time;
"Delivery Date"	means a date specified in the Order, or as otherwise agreed in writing by the Parties, or if no date is specified, a date determined by Services Express, upon which Services Express shall attempt to complete the delivery and set-up (where applicable) of Goods such that they are ready for use by the Customer;
"Delivery Location"	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;
"Disclosing Party"	means the Party disclosing an item of Confidential Information;

"Dispute Resolution Process"	means the process referred to in Clause 21;
"End User Licence Agreement"	means a licence agreement between a software provider (or its nominated licensing body) regarding that part of the Goods or Professional Services which includes software and which the Customer is required to enter into prior to using such software;
"Force Majeure Event"	means any cause affecting the performance by a Party of its obligations under the agreement arising from any 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), wrecks or delays in transportation, embargoes, container shortages, inability to obtain supplies and raw materials requirements or regulations of any civil or military authority;
"Good Industry Practice"	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;
"Goods"	means the products supplied or to be supplied to the Customer by Services Express pursuant to the Agreement, more particularly described in the Order;
"Governmental Authority"	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);
"IPR"	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;
"Manufacturer"	means the manufacturer of each item of Hardware, or the authors of the Software;
"Normal Working Hours"	means the hours of 09:00 – 17:30 on a Business Day;
"Order"	means the order or quotation prepared by Service Express for the Goods and/or Professional Services as agreed between the Customer and Service Express, subject to these Conditions, and which includes the Specification (where applicable);
"Order Acknowledgement"	means a written acknowledgement from Services Express that the Customer's Purchase Order or other written acceptance of the Order (permitted at Services Express's discretion) has been received and that the Order will be processed.
"Party"	means either the Customer or Services Express and "Parties" shall mean both of them;
"Person"	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;
"Personnel"	means officers, directors, employees, workers and agents (including any persons hired as consultants or contract staff) engaged in (i) the receipt, delivery, installation and/or use of the Goods; and/or (ii) the receipt and/or performance of the Professional Services;
"Professional Services"	means any one time activities be completed by Services Express, including those to ensure any Goods can be delivered by Services Express and be used by the Customer after delivery;
"Purchase Order"	means the formal Customer requisition that authorises Services Express to proceed with an Order subject to these Conditions and an Order Acknowledgement issued by Services Express;
"Recipient"	means the Party receiving an item of Confidential Information;

“Service Express Group”	means (i) Service Express; and (ii) its Affiliates;
“Service Express IPR”	means the IPR which is owned by, developed by or licensed by Service Express (excluding Customer Project IPR and Customer IPR) which is used for the provision of the Goods and/or Professional Services and is not explicitly developed for the Customer;
“Special Bid”	means any additional discount or revised fixed price for the Goods as reflected in the Charges conditional on the Customer complying with special terms as set out in the Order;
“Specification”	means any 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 Customer;

1.2. In the Agreement, unless the context otherwise requires:

- a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- b) 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 20, 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 an Order Acknowledgement, Purchase Order, Order, or these Conditions, the following order of priority shall prevail; (i) Order Acknowledgment; (ii) Purchase Order; (iii) Order; and (iv) these Conditions. For the avoidance of doubt any reference to any terms and conditions in a Purchase Order other than the Order and these Conditions shall be considered void unless explicitly accepted in the relevant Order Acknowledgement.

2 Appointment and Duration

- 2.1. The Customer acknowledges in providing a Purchase Order against an Order that it has read and understood the Conditions. A Purchase Order constitutes confirmation and acceptance by the Customer to purchase the Goods and/or Professional Services in accordance with these Conditions and an Order. These Conditions apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2. An Order shall only be initiated by Services Express following receipt of a Purchase Order from the Customer and an Order Acknowledgement being issued by Services Express, at which point the Agreement shall come into existence (the **“Commencement Date”**). 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.
- 2.3. Unless any Goods are developed or manufactured in accordance with Customer specific requirements, the Goods shall be supplied subject to the Manufacturer’s published specification and shall only be subject to amendment if the Parties have agreed to such amendment in the Order. Service Express reserves the right to make changes to the Goods where necessary to comply with any legal requirements and which do not materially affect the quality or performance of the Goods.

3 Delivery and Acceptance of Goods

- 3.1. Prior to delivery of the Goods, Service Express shall (unless the Goods are being shipped directly to the Customer from the Manufacturer) ensure that the Goods shall: (i) correspond with the description on the Order and any applicable Specification; (ii) where they are manufactured products and as far as reasonably possible, be free from defects in design, material and workmanship; and (iii) subject to Clause 3.5, not be encumbered in any way by the rights of third parties.
- 3.2. Services Express shall use commercially reasonable endeavours to ensure delivery of the Goods on the Delivery Date(s) to the Delivery Location(s). The Customer acknowledges that any Delivery Date(s) agreed or provided by Service Express are estimates only. Time is not the essence of the Agreement, and any failure to meet a particular Delivery Date shall not constitute a material breach of the Agreement by Service Express.
- 3.3. Unless agreed otherwise between the Parties, all deliveries shall be completed during Normal Working Hours. Service Express shall provide a delivery note confirming the Purchase Order reference, the description and quantity of the Goods. Delivery of the Goods shall be deemed completed following unloading of the Goods at the Delivery Location.

- 3.4. If the Customer fails to accept delivery of the Goods on the Delivery Date(s), Services Express shall be entitled to store the Goods until delivery can be completed and charge the Customer for the reasonable costs of storage and insurance. Unless agreed otherwise between the Parties in writing, if the Customer has not accepted or taken delivery of the Goods within one (1) month of the Delivery Date, Services Express may at its discretion resell or otherwise dispose of the Goods.
- 3.5. Where the Goods are or include software, such software shall be licensed to the Customer on the terms of the applicable End User Licence Agreement between the Customer and the Manufacturer or licensing body. The Customer acknowledges and agrees that Service Express is not able to grant any rights regarding such software.
- 3.6. Unless specified on the relevant Order, Service Express may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment. Where the Order specifies delivery in a single instalment and such Order is accepted by Service Express, the Customer will not be charged for any storage or other related costs if the part of the Order is held pending completion.
- 3.7. The Customer must inform Services Express in writing within five (5) Business Days from the date of delivery if it reasonably considers that the Goods do not conform or are unlikely to comply with the Order and Services Express shall promptly take such reasonable remedial action as is necessary to ensure compliance. Services Express shall not be liable for any non-conformity of the Goods if not informed within five (5) Business Days from the date of delivery.

4 Title and Risk

- 4.1. Subject to the terms of the Agreement, risk in the Goods shall pass to the Customer on delivery and title (other than for third party software) shall remain with Services Express until all Charges have been paid. Notwithstanding the provisions of the Agreement, title to any third party software comprising the Goods (or part thereof) shall remain or change only as set out in the applicable End User License Agreement.
- 4.2. Prior to any transfer of title for the Goods to the Customer, the Customer may use the Goods for its normal business operations subject to (i) maintaining the Goods in satisfactory condition and insuring the Goods against all risks and (ii) without prejudice to any other right or remedy Services Express may have, making the Goods available for removal by Service Express pursuant to the terms of the Agreement.
- 4.3. Subject to Clauses 4.4 and 4.5 and the provisions of any applicable End User Licence Agreement, the Customer may resell Goods before Service Express receives payment for the Goods. However, if the Customer resells the Goods before such time:
 - a) it does so as principal and not as Service Express' agent;
 - b) title to the Goods (other than third Party Software) shall pass from Service Express to the Customer immediately before the time at which resale by the Customer occurs; and
 - c) the Customer shall hold on trust and shall account to Service Express, for the proceeds of sale or otherwise of the Goods including insurance proceeds and, in the case of tangible proceeds, ensure properly stored, protected and insured.
- 4.4. If title to the Goods (other than third Party Software) passes to the Customer before the Customer has made payment for the Goods to Service Express and the Customer becomes subject to any event set out in Clause 15.4 then without limiting any other right or remedy Service Express may have the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately.
- 4.5. In connection with the Agreement, the Customer shall not directly or knowingly indirectly resell Goods to 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. The provisions this Clause 4.5 may collectively be referred to as the economic sanctions ("**Economic Sanctions**").

5 Professional Services

- 5.1. At all times, Services Express shall perform the Professional Services with reasonable skill and care in accordance with the Agreement and Applicable Laws and shall provide its Personnel in sufficient numbers to properly execute the Professional Services. The Customer accepts that any timeframes given by Services Express for completion of the Professional Services are estimates only, and that time is not of the essence.
- 5.2. Subject to adherence to the Customer's reasonable access procedures, health and safety policies and any other reasonable and lawful instructions to Services Express, the Customer shall permit Services Express 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 Remedies

If any Goods or Professional Services are not delivered or supplied in accordance with the terms of the Agreement, then, without limiting any of the Customer's other rights or remedies, whether or not it has accepted delivery of the Goods or Professional Services, Services Express may at its expense either remedy any defect in the Goods or performance of the Professional Services or supply replacement Goods and/or carry out any works necessary work to ensure that the terms of the Agreement are fulfilled. For the avoidance of doubt this Clause 6 shall also apply to any repaired or replacement Goods supplied by Services Express.

7 Warranties and Undertakings

- 7.1. Each Party warrants and represents that it has all requisite consents, licences and authorities (whether statutory or otherwise) that are applicable or required in connection with the execution of and performance of its obligations under this Agreement and that this Agreement is executed by a duly authorised representative of such Party; and that it has full capacity, power and authority to enter into, and perform fully in accordance with the terms of this Agreement.
- 7.2. Services Express warrants and undertakes that in performing its obligations under the Agreement, it shall, and shall procure that its Affiliates (as applicable) comply with all Applicable Laws from time to time in force and that 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 the Customer unless any action taken by Services Express to avoid such interference would result in Services Express failing in its obligations under the terms of the Agreement.
- 7.3. Service Express warrants that, on delivery, the Goods shall conform in all material respects with Order (including any applicable Specification). Where the Goods have the benefit of a warranty granted by the Manufacturer Service Express will transfer to the Customer the benefit of such warranties, where permitted to do so, under the Manufacturer's terms.
- 7.4. In order to make a valid claim regarding Goods that fail to comply with the warranty in Cause 7.3; (i) Service Express must be given a reasonable opportunity for examining such Goods; and (ii) at Service Express's reasonable written request, the Customer must return such Goods to Service Express at the Customer's expense.
- 7.5. Service Express shall not be liable for the Goods failure to comply with the warranty in Cause 7.3 in the event: (i) the Customer makes any further use of such Goods after giving Service Express notice in accordance with 3.7, including alteration or repair of such Goods, without Service Express's prior written consent; (ii) the defect arises because the Customer or its Personnel failed to follow Service Express's reasonable written instructions and/or those of any applicable Manufacturer regarding storage, installation, commissioning, use or maintenance of the Goods; or (iii) the defect arises as a result of reasonable fair wear and tear, wilful damage, negligence, or abnormal working conditions, except where any wilful damage, and or negligence was due to fault and/or negligence of Service Express.
- 7.6. Service Express warrants and undertakes that at all times during the Agreement Term, the Professional Services shall be performed in accordance with Good Industry Practice by Personnel of appropriate numbers, skill and experience acting at all times in good faith and with due diligence and in accordance with Service Express's obligations under the Agreement.
- 7.7. The Customer warrants and undertakes that it has signed or shall sign all required End User Licence Agreement(s) and not use any related software in breach of such End User Licence Agreement(s), including other than for purpose for which the software was designed, and shall take appropriate measures to prevent misuse for any illegal activities.
- 7.8. The Customer acknowledges that the Manufacturer of the Goods is solely responsible for any Manufacturer's warranty and that Services Express shall have no liability in respect of defects in the Goods unless otherwise explicitly stated in the Agreement.
- 7.9. The terms of this Clause 7 shall apply to any repaired or replacement Goods supplied by Service Express under this Clause 7. All other warranties in respect of the Goods and Professional Services, that are implied by statute, regulation or by custom and practice, including any implied warranties or conditions of merchantability, or fitness for a particular purpose, are excluded from the Agreement to the maximum extent permitted by Applicable Laws.
- 7.10. The Customer undertakes to ensure that (i) all information and instructions it provides to Services Express in relation to the scope and requirements for the Goods and/or Professional Services are complete and accurate; and (ii) it shall provide sufficient and timely access to the Delivery Location for delivery of the Goods and/or Professional Services. Services Express shall not be liable for failure or delay in the performance of its obligations if the information, instructions or access to premises provided by the Customer is subsequently shown to be incomplete, inaccurate or otherwise deficient in a manner that could reasonably have contributed to any failure or delay of Services Express.
- 7.11. Subject to Clause 4.3, the Customer warrants that it shall not sell or otherwise dispose of, modify, amend, upgrade or replace the Goods (or part thereof) until title has been transferred from Services Express to the Customer.
- 7.12. Furthermore, the Customer warrants and undertakes not to resell and/or export, directly or indirectly, any Goods or other materials acquired under the Agreement in breach of any Applicable Laws, including Economic Sanctions (as defined in Clause

4.5, or to any country for which a Governmental Authority at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval

8 Confidentiality

- 8.1. Except to the extent set out in this Clause 8, 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.
- 8.2. This Clause 8 shall not apply to the extent that such information (i) was in the possession of the Party making the disclosure, without obligation of confidentiality, prior to its disclosure; (ii) such information was obtained from a third party without obligation of confidentiality; (iii) was already or becomes in the public domain at the time of disclosure otherwise than through a breach of the Agreement; (iv) is required to be disclosed by law, by any court of competent jurisdiction or by any Governmental Authority; or (v) was independently developed without access to the other Party's Confidential Information.
- 8.3. Services Express may only disclose the Customer's Confidential Information to Services Express's Personnel or third parties 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 Services Express to meet its obligations under the Agreement. Services Express shall ensure that such Personnel and any third parties are aware of, and comply with, these confidentiality obligations. Services Express will not, and shall procure that its Personnel do not, use any of the Customer's Confidential Information received otherwise than for the purposes of the Agreement.
- 8.4. This Clause 8 shall survive termination of the Agreement, howsoever arising.

9 IPR Ownership and Licence

- 9.1. Subject to this Clause 9 neither Party shall use the trade names, trademark and/or other registered or unregistered designs, names, or logos of the other without the other Party's prior written consent.
- 9.2. The Customer acknowledges that Services Express is the owner or licensed user of the Services Express IPR, and that except as expressly stated otherwise, nothing in the Agreement or otherwise shall confer on the Customer or its Personnel any right, title, or interest in the Services Express IPR.
- 9.3. The Customer acknowledges that all copyright and IPR in any software provided as the Goods (or part thereof) remains the property of the Manufacturer and/or licensor and that the Customer has no rights therein except as expressly licensed by the Manufacturer and/or licensor of the software in the applicable End User Licence Agreement.
- 9.4. Services Express acknowledges that documents, records, or other materials provided or made available to Services Express or any of its Personnel by or on behalf of the Customer (the "**Customer Materials**") and any amendments additions or changes to them, shall be owned by and remain within the ownership of the Customer.
- 9.5. Services Express acknowledges that the Customer is the owner or licensed user of the Customer IPR which shall include Customer Materials, and that except as expressly specified in Clause 9.6, nothing in the Agreement or otherwise shall confer on Services Express or its Personnel any right, title, or interest in Customer IPR.
- 9.6. Subject to the Customer obtaining all necessary consents from third party licensors, the Customer hereby grants to Services Express a non-exclusive, non-transferable, revocable, royalty-free licence for the Agreement Term to use such of the Customer IPR as relates to the Goods and/or Professional Services, strictly for the purposes of and to the extent necessary to perform Services Express's obligations under the Agreement.
- 9.7. Furthermore, the Parties acknowledge and agree that all Customer Project IPR shall be the property of or licensed to the Customer. Services Express hereby (i) assigns with full title guarantee to the Customer all right, title and interest in any Customer Project IPR which belongs to Services Express or the Services Express Group; and (ii) where full title cannot be assigned by Services Express, undertakes to procure the granting to the Customer of a non-exclusive, perpetual and irrevocable, royalty-free, worldwide licence to use such Customer Project IPR which is owned by or licensed to Services Express or the Services Express Group for the benefit of and at no cost to the Customer.
- 9.8. The Customer agrees to and shall grant to Services Express a non-exclusive, non-transferable, revocable, royalty-free licence to use the Customer Project IPR for the sole purpose of providing the Goods and Professional Services pursuant to the Agreement.

10 Data Protection

- 10.1. Both Parties shall comply with the Data Protection Legislation in so far as it is relevant in respect of the Agreement. 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.

- 10.2. The Parties acknowledge that the Customer is a Data Controller, and that Services Express is not considered a Data Processor in providing the Goods and/or Professional Services. Services Express further acknowledges that it has not been given any authority by the Customer to make any attempt to access any data on the Goods, any Customer systems, in performing the Professional Services and confirms that it shall not do so. In the event Services Express is required to process Personal Data as defined in the Data Protection Legislation, Services Express agrees to enter into a separate data processing agreement in addition to these Conditions and shall process Personal Data in accordance with such agreement.
- 10.3. The Parties further acknowledge that it may be necessary to exchange Personal Data relating to their respective Personnel in order to perform or receive the benefit or the Agreement. Where a Party receives any such Personal Data from the other Party it does so as Data Controller and shall ensure that it fully complies with the Data Protection Legislation.

11 Payment

- 11.1. The Charges shall be set out in the Order, or, if no Charges are quoted, the Charges set out in Services Express's published price list in force as at Commencement Date. If the Customer has not complied with any pre-conditions of any applicable Special Bid, the Charges shall be as set out in the Order excluding any Special Bid.
- 11.2. Unless otherwise stated by Service Express in writing, all Service Express deliveries from the European Union ("EU") are CIP Destination to non-EU destinations and DDP to EU destinations, and all deliveries from outside the EU or, for drop shipments are CIP destination (INCOTERMS 2010).
- 11.3. All out-of-pocket expenses (including travel, accommodation, subsistence, and any other ancillary expenses) not set out in an Order shall be subject to the prior approval of the Customer and shall be invoiced to the Customer monthly in arrears, unless other payment terms are set out in the Order.
- 11.4. Services Express may increase the Charges at any time to reflect any increase in the cost of, or inability or delay in providing, the Goods and/or Professional Services due to: (i) inaccurate or incomplete information provided by the Customer; (ii) the Customer's failure to comply with its obligations in the Agreement, (iii) the Customer's failure to provide suitable and fully operational systems as required for Services Express to complete the Professional Services, and/or (iv) where the Customer requests that Services Express perform activities outside the scope of an Order.
- 11.5. All Charges are to be stated exclusive of value added tax ("VAT"), any similar sales tax and/or any tax that replaces such sales taxes but inclusive of all other fees. 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.
- 11.6. The Customer shall pay correctly rendered invoices within thirty (30) days of receipt of the invoice unless stated otherwise in the corresponding Order (the "Due Date"). The Customer shall pay to Services Express the total undisputed amount of each invoice in Pounds Sterling by electronic transfer to an account nominated in writing by Services Express.
- 16.1. Invoices for Goods shall be issued upon delivery by Service Express at the agreed Delivery Location(s) and payment is to be made by the relevant Due Date. Unless otherwise specified in the Order invoices for Professional Services will be issued on commencement of such services and payment is due by the Due Date. Invoices for any incidental services or expenses authorised by the Customer will be issued upon satisfactory completion of the incidental services or incurring of the expenses and payment is to be made by the relevant Due Date.
- 16.2. Service Express shall ensure that the invoice includes the date of the Order, the invoice number, the Customer's Purchase Order Number, Service Express's VAT registration number, and any supporting documents that the Customer may reasonably require.
- 11.7. Where the Customer 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.
- 11.8. All payments made by the Customer under the Agreement shall be made in full without any set-off, restriction or condition and without any deductions for or on account of any counterclaim. No sums paid under this Agreement shall be refundable if any Goods or Professional Services provided by Services Express but not used by the Customer (in whole or part).
- 11.9. 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. If Service Express or the Customer becomes entitled to terminate this Agreement for any reason, any sums then currently due to Service Express will immediately become payable in full.
- 11.10. If the Customer fails to make any payment due to the other under the Agreement by the Due Date, the Customer shall pay interest on the overdue amount at the rate of two (2) per cent above the then current base rate of the Bank of England. Such interest shall accrue on a daily basis from the Due Date until actual payment of the overdue amount, whether before or after

judgment. The Customer shall pay the interest together with the overdue amount. This Clause 11.10 shall not apply to payments the Customer disputes in writing and good faith.

- 11.11. If the Customer fails to make any undisputed payment due to the other under the Agreement by sixty (60) days of the Due Date, the Customer shall be deemed in material breach of the Agreement without prejudice to the right of either Party to determine that any other breach of the Agreement constitutes a material breach and Services Express shall have termination rights in accordance with Clause 15.3 b), provided that this Clause 11.11 shall apply only to the failure to pay a material amount owed.

12 Change Control Procedure

- 12.1. Prior to delivery of the Goods and/or completion of an Order, the Customer may raise a Change Request in accordance with the procedures set out in this Clause 12. Until such time as a Change Request is approved in accordance with this Clause 12, 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.
- 12.2. On receiving the Change Request Services Express shall within five (5) Business Days evaluate the Change Request and, as it deems appropriate (i) request further information from the Customer, (ii) notify the Customer of its rejection and giving reasons for such rejection; or (iii) notify the Customer of any amendments, or additional terms and conditions, required to be incorporated in the Change Request before it can be accepted.
- 12.3. If Services Express does not notify the Customer of the rejection of the Change Request, Services Express 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.
- 12.4. Except as provided in this Clause 12, Services Express shall not be obliged to agree a Change Request provided Services Express shall not withhold agreement to any Change Request for which implementation is required to comply with any Applicable Laws.
- 12.5. 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.
- 12.6. Following confirmation of acceptance of a Change Request the Order shall be amended so that it includes a description of the Change Request and Services Express shall be entitled to vary the Charges (where applicable) by an amount equal to the amount notified to the Customer under this Clause 12, subject to the terms of the Change.

13 Limitations of Liability

- 13.1. 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) breach of the terms implied by, as applicable, Section 12 of the Sale of Goods Act 1979, Section 2 of the Supply of Goods and Services Act 1982 or Section 8 of the Supply of Goods (Implied Terms Act) 1973; or (iv) any liability which cannot by Applicable Laws be limited or excluded.
- 13.2. 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.
- 13.3. Subject to Clause 13.1, and unless prohibited by Applicable Laws, 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.
- 13.4. The provisions of this Clause 1 shall survive the termination of the Agreement howsoever caused.

14 Subcontracting

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

15 Termination

- 15.1. The Customer may cancel an Order in whole or in part with immediate effect at any time; (i) before notification by Services Express to the Customer that any Goods are ready for delivery by giving Services Express written notice, or (ii) performance of

Professional Services prior to such services being commenced, whereupon Services Express shall discontinue all work on the Order. The Customer shall pay Services Express fair and reasonable compensation for any work in progress on any Goods or Professional Services at the time of termination, including any third party costs incurred or to be incurred by Services Express (such as but not limited to cancellation fees from the Manufacturer, transport or courier companies).

- 15.2. For the avoidance of doubt, where preparation of the Goods has been completed and the Customer cancels a related Order, and the Specification of such Goods restricts the ability of Services Express or the Manufacturer to sell the Goods to an alternative client, the Customer shall remain liable for the full Charges in relation to such Goods.
- 15.3. Either Party may by notice in writing terminate the Agreement with immediate effect if the other Party:
- a) commits a material breach of the Agreement that is not capable of remedy and for the avoidance of doubt a breach of Clauses 23 (Anti-Bribery) and 24 (Modern Slavery) shall be deemed a material breach not capable of remedy; or
 - 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 the other Party. For the avoidance of doubt the failure by the Customer to pay any material amount of any undisputed sums due under this Agreement shall be considered a breach of a material obligation.
- 15.4. Services Express may by notice in writing terminate the Agreement with immediate effect if the Customer:
- a) commits a material breach of the Agreement that is not capable of remedy and for the avoidance of doubt a breach of Clause 4.5 in relation to Economic Sanctions shall be deemed a material breach not capable of remedy;
 - b) 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 Service Express 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
 - c) threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business.
- 15.5. If Service Express terminates the Agreement for material breach pursuant to Clause 15.3 or if the Customer becomes subject to an event described in Clause 15.4 then Service Express may at its absolute discretion recover the Goods for which title has not passed to the Customer and where such right is invoked, the Customer grants Service Express the permission to enter the Customer premises where the Goods are located in order to recover them. Such right of recovery by Service Express includes the ability dismantle any product into which the Goods have been incorporated and the right to detach the Goods from any other goods to which the Goods have been attached, provided that this can be done without damaging any product into which the Goods have been incorporated.
- 15.6. 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.

16 Assignment

Subject to notifying the Customer in writing, Services Express may assign the Agreement within the Service Express Group without the prior written consent the Customer, providing the assignee assumes all Services Express's responsibilities set out in the Agreement. The Customer may only assign or otherwise transfer the Agreement with Services Express's prior written consent, such consent not to be unreasonably withheld.

17 Force Majeure

- 17.1. Subject to Clause 17.2 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.
- 17.2. 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.
- 17.3. 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.

18 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 or Professional Services. In the event of a breach of this Clause 18 the defaulting Party shall pay the other Party fifty percent (50%) of the annual salary package (including any benefits-in-kind, bonus payments, commissions, and other emoluments) of the solicited employee as at the date that they ceased to be an employee of the other Party. This Clause 18 shall not restrict a Party from hiring employees of the other Party who apply unsolicited in response to a general advertising or recruitment campaign.

19 Public Announcements

Neither Party shall make, or permit any person to make, any public announcement concerning the Agreement or any Order without prior written consent of the other Party, except as required by law, Governmental Authority, any court, or other authority of competent jurisdiction.

20 Notices

- 20.1. 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 in the Order or as otherwise notified in writing from time to time.
- 20.2. 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.
- 20.3. A Party shall not attempt to prevent or delay the service on it of a notice connected with the Agreement.

21 Dispute Resolution

The Parties shall use reasonable endeavours to resolve any dispute arising out of or in connection with the Agreement, failing which the Parties may (if they agree that mediation is an appropriate way to resolve the dispute) refer the dispute to a mediator appointed under the auspices of the Centre for Dispute Resolution in London (or any replacement body) for resolution by mediation without prejudice to either Party's ability to have recourse to the courts.

22 Insurance

- 22.1. Services Express 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,
 - a) 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
 - b) for Professional Services involving the relocation of Customer hardware by Service Express between or within sites, separate insurance to the value of five hundred thousand pounds sterling (£500,000) for the loss and/or damage of such Customer hardware during any relocation activities by Service Express ("**Site Move Cover**").and shall, on the Customer's written request, produce both the insurance certificate giving details of cover.
- 22.2. For the avoidance of doubt Site Move Cover shall only cover the loss or damage to physical hardware, including repair or replacement, and does not provide any protection for loss or damage to any other materials, software, data, or interruption of the Customer business operations, however caused. Service Express may at its discretion provide quotations for additional cover for relocation of Customer hardware at the Customer's request, and at the Customer's expense.

23 Anti-Bribery

- 23.1. Each Party shall comply with Applicable Laws relating to anti-bribery and anti-corruption including but not limited to the U.S. Foreign Corrupt Practices Act and UK Bribery Act 2010 ("**Anti-Bribery Law**") and shall have and maintain in place throughout the Agreement Term policies and adequate procedures to ensure compliance with the Anti-Bribery Laws, and will enforce them where appropriate.
- 23.2. Without prejudice to any other remedies available to either Party, in the event a Party is in breach of this Clause 23, the defaulting Party shall be deemed to be in material breach of the Agreement and the non-defaulting Party may terminate said Agreement in accordance with Clause 15.3 a).

24 Modern Slavery

- 24.1. Services Express shall comply with all applicable laws, statutes, regulations legally binding codes and sanctions relating to the Modern Slavery Act 2015 (the “**Slavery Rules**”) and shall comply with any reasonable written request received from the Customer for the purposes of any annual reporting requirements under the Slavery Rules.
- 24.2. Without prejudice to any other remedies available to the Customer, in the event Services Express is in breach of this Clause 24, Services Express shall be deemed to be in material breach of the Agreement and the Customer may terminate said Agreement in accordance with Clause 15.3 a).

25 General

- 25.1. 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.
- 25.2. The Parties acknowledge that they have entered into the Agreement in reliance only upon the representations, warranties and promises specifically contained or incorporated in the Agreement and, save as expressly set out in the Agreement, neither Party shall have any liability in respect of any other representation, warranty or promise made prior to the date of the Agreement unless it was made fraudulently.
- 25.3. 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.
- 25.4. 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.
- 25.5. 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.
- 25.6. 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.
- 25.7. 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.
- 25.8. Unless expressly provided in the Agreement, no term of the Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to it.
- 25.9. Nothing contained in the Agreement shall constitute or be deemed to constitute a partnership 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.
- 25.10. 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.
- 25.11. The Agreement may be entered into in any number of counterparts and signed by the parties on separate counterparts, all of which taken together shall constitute one and the same instrument.

26 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.