

Post Office Limited: Terms and Conditions for the Supply of Goods and/or Services

Formation of this Contract: These terms and conditions shall apply to the Contract. The Order constitutes an offer by the Buyer to purchase the Goods and/or Services in accordance with these terms and conditions. Any purchase by the Buyer is conditional on acceptance of the Order by the Supplier. The Order shall be deemed to be accepted ("**Acceptance**" or to "**Accept**") on the earlier of: (i) both Authorised Persons for Supplier and Buyer signing and dating the Order; or (ii) the Supplier delivering or performing the Goods and/or Services, at which point and on which date the Contract between the Buyer and the Supplier shall come into existence and continue for the Term of Contract. **The Supplier must not Accept the Order and must tell the Buyer immediately if it does not accept these terms and conditions.** These terms and 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.

1. Definitions:

'**Agreed Liability Cap**' the liability limit set out in the Order.

'**Authorised Person**' a person of authority acting on behalf of either the Buyer or Supplier and identified in the Order.

'**Buyer**' Post Office Limited, or the company identified in the Order.

'**Charges**' the amounts specified in the Order to be paid by the Buyer in accordance with these terms and conditions.

'**Contract**' the Order and these terms and conditions constitute the Contract between the Buyer and the Supplier for the provisions of Goods/Services under the Order.

'**Data Controller**' as set out in section 1(1) of the DPA.

'**Data Processor**' as set out in section 1(1) of the DPA.

'**Deliverables**' all documents, products and materials made available by the Supplier or its agents, contractors and employees to the Buyer as part of the provision of Goods and/or Services in any form or media (including, for the avoidance of doubt, the Goods and Services).

'**Delivery Date**' the date specified in the Order, or, if no such date is specified, within 28 days of the date of the Order.

'**Delivery Location**' the location as set out in the Order, or as instructed by the Buyer prior to Delivery.

'**DPA**' the Data Protection Act 1998.

'**Goods**' all or any of the items set out in the Order (and any subsequent pages) of the Order to be supplied by the Supplier.

'**Group**' means (a) a company and any Subsidiary of that company; and (b) the ultimate Holding Company of that company; and (c) every other company which is a Subsidiary of the same ultimate Holding Company; in each case from time to time; Subsidiary and Holding Company shall have the same meaning as set out in section 1159 of the Companies Act 2006;

'**Intellectual Property Rights**' all rights in inventions, patents, copyright and neighbouring and related rights, rights in designs, trade marks, service marks, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights to use and protect the confidentiality of confidential information (including trade secrets and know-how), database rights, topography rights, business names and domain names, and all other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, and rights to apply for and be granted, renewals and extensions of, and the rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist now or in the future in any part of the world.

'**Law**' all applicable laws, statutes, regulations, codes and guidance, including by-laws of local or other authorities in any jurisdiction.

'**Order**' any order placed by the Buyer in substantially the same form as Annex 1 under which the Supplier agrees to supply Goods and/or Services to the Buyer to which these terms and conditions apply.

'**Personal Data**' as set out in section 1(1) of the DPA.

'**Post Office Branch**' a Post Office® branch operated by an operator, under a contract between the operator and the Buyer, which supplies the Buyer's products and services from those branch premises.

'**Processing**' as set out in section 1(1) of the DPA (and the word "Process" shall be construed accordingly).

'**Relevant Authority**' any court with the relevant jurisdiction and any local, national or supra-national agency, inspectorate, minister, ministry, official or public or statutory person of the government of the U.K. or the European Union.

'**Services**' the services to be performed by the Supplier for the Buyer as set out in the Order.

'**Services Commencement Date**' as set out in the Order.

'**Specification**' requirements to which the Goods and/or Services must conform as set out in the Order.

'**Supplier**' the person, firm or company named as such in the Order.

'**Term of Contract**' the term of the contract set out in the Order.

2. Assignment and Sub-contracting: **2.1** The Buyer may assign, novate, transfer or in any other manner make over all or any part of its rights and/or obligations under this Contract to any company in the Buyer's group at such time. **2.2** The Supplier shall not assign, transfer, sublet or subcontract the whole or any part of the Contract without the prior written consent of the Buyer. **2.3** The Buyer shall be entitled to allow the use and benefit of the Goods and/or Services to be extended to: (i) any company in the Buyer's Group; and (ii) any successor carrying on wholly or substantially the same business as that of any company in the Buyer's Group from time to time.

3. Anti-Bribery & Corruption: **3.1** The Supplier shall not give, nor offer to give, anyone employed by the Buyer an inducement of any kind, or any gift that could be perceived by others to be a bribe. **3.2** The Supplier shall (i) comply with all Laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**"); (ii) comply with the Buyer's Anti-Bribery and Anti-corruption Policy; (iii) have and maintain in place through the Term of Contract its own policies and procedures including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and/or this clause 3; (iv) immediately tell the Buyer in writing if it becomes aware of, or suspects, any failure to comply with the Relevant Requirements; (v) not do or omit to do any act that shall cause or lead the Buyer to be in breach of any of the Relevant Requirements; and (vi) within five (5) business days of receiving a

request from the Buyer, certify to the Buyer in writing, signed by a duly authorised officer of the Supplier, its compliance with this clause 3 and provide supporting evidence of its compliance with this clause 3 and provide supporting evidence of compliance as the Buyer may request. The Supplier shall indemnify the Buyer against all and any liabilities which the Buyer or its group may suffer or incur arising out of or in connection with the Supplier group's failure to comply with this clause 3 and such breach shall be considered incapable of remedy.

4. Intellectual Property and Confidentiality: **4.1** The Supplier warrants that it has full clear and unencumbered title to all Deliverables and that at the Delivery Date, it shall have full and unrestricted rights to transfer all such items to the Buyer. Unless specified in the Order, the Supplier assigns to the Buyer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Deliverables. The Supplier shall obtain waivers of all moral rights in the Deliverables to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of Law. The Supplier shall, promptly at the Buyer's request, do (or procure to be done) all such further acts and execute all such documents as the Buyer may require in order to secure for the Buyer the full benefit of the Intellectual Property Rights assigned to the Buyer in accordance with this clause 4.1. **4.2** The Supplier warrants that the Supply of Deliverables shall not infringe any rights, including Intellectual Property Rights, of a third party. The Supplier shall indemnify the Buyer against any loss, damage, costs and expenses which the Buyer and/or its group may incur as a result of any claim that the possession or use of any part of the Deliverables infringes such rights. Nothing in this clause 4.5 shall prevent either party from disclosing any information where required by Law. **4.6** The Supplier shall ensure that it includes corresponding provisions in respect of this clause 4 in its contracts with any sub-contractors and vendors.

5. Liability: **5.1** Neither party excludes or limits liability to the other for (i) death or personal injury as a result of its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other loss which by law cannot be excluded or limited. The Supplier's liability for breach of clauses 3.2, 4 and 18 shall be unlimited. **5.2** Subject to clause 5.1, neither party shall be liable to the other under or in connection with this Contract for any loss, claim, liability, expense or damage in excess of (a) £5,000,000 in respect of direct loss of, or damage to, the tangible property of the other and (b) the Agreed Liability Cap for any other loss, claim, liability, expense or damage, in each case per event or series of connected events and whether caused by breach of contract, negligence or breach of statutory or other duty. **5.3** The Supplier shall maintain insurances with a reputable insurance company covering liabilities under or in connection with the Contract. The Supplier shall upon request from the Buyer produce certification from its insurance brokers that such insurance is in force and provide information on limits, renewal dates, coverage extensions and exclusions. The Supplier shall, if requested by the Buyer, add the Buyer as an "additional insured" under the Supplier's insurance policies.

6. Documents: All advice notes, invoices and packing notes shall be clearly marked with the Supplier's name and address, the Order number provided by the Buyer, item code, description and destination.

7. Quality and Performance: **7.1** The Supplier warrants that the Goods and/or Services shall: (i) conform with the Specification; (ii) be of sound design, materials and workmanship; (iii) be fit for the purpose for which they are procured; (iv) be of the correct quantity; (v) be capable of the required performance and (vi) comply with all Laws (including relating to manufacture, labelling, packaging, storage, handling and delivery). **7.2** Where any sample of the Goods and/or Services is supplied to and approved by the Buyer, they shall correspond to the approved sample. The Supplier shall pass to the Buyer the benefit of all manufacturer and other warranties and guarantees relating to the Goods and/or Services and the Supplier hereby acknowledges that the Buyer is at all times relying on the skill and knowledge of the Supplier. **7.3** All Services performed under the Contract must be executed in an efficient and professional manner to the highest prevailing standards and to the satisfaction of the Buyer and including, where applicable, in accordance with the Buyer's reasonable instructions. **7.4** The Supplier shall provide all personnel (including the Supplier's employees, workers, contractors and agents) it reasonably believes are necessary in order to ensure that the Services are performed and/or Goods are delivered in accordance with the Contract (the "**Supplier Personnel**"). The Supplier shall procure that all Supplier Personnel have sufficient capacity, qualifications, skills, competence and experience and shall provide training to all Supplier Personnel in order to ensure that they can properly perform the obligations of the Supplier under this Contract. The Supplier Personnel shall be regarded at all times as employees or agents of the Supplier and no relationship of employer and employee shall arise between the Buyer and the Supplier Personnel under any circumstances.

8. Inspection and Testing: The Supplier shall inspect and test the Goods and/or Services for compliance with the Specification and/or any other provisions of the Contract before despatching Goods. The Buyer can assess the Goods and/or Services for compliance with the Specification and any other provisions of the Contract at any time. If in the Buyer's opinion, the Goods and/or Services do not comply with the Specification, the Buyer shall inform the Supplier in writing. The Supplier shall promptly take such steps as may be necessary to ensure such compliance.

9. Extension of Time: If, for any cause beyond the reasonable control of the Supplier, Delivery of the Goods or performance of the Services is delayed, the Delivery Date may be extended, with the prior written consent of the Buyer (at the Buyer's discretion). The Supplier must notify the Buyer in writing if it expects a delay and the reason for that delay at the earliest possible opportunity.

10. Delivery: Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location as instructed on the date of delivery ("**Delivery**"). Delivery of the Services shall be completed on the Buyer's confirmation that Services have been completed to the Buyer's satisfaction. Time shall be

of the essence in respect of all deliveries and timescales made under the Contract. Goods shall be packaged and carried so as to reach the Delivery Location undamaged and in good condition.

11. Cancellation and Re-Scheduling: The Buyer may cancel the Order or re-schedule the Delivery of the Goods (or some of them) by giving the Supplier reasonable written notice. The Buyer shall not be liable under the Contract where it has cancelled the Order by giving the Supplier at least 7 days' notice in writing.

12. Risk and Title: Subject to clause 13, and unless otherwise agreed by the parties (in writing), (i) risk in the Goods shall pass to the Buyer on Delivery; and (ii) title in the Goods shall pass to the Buyer on the earlier of (a) Delivery of the Goods and (b) payment for the Goods by the Buyer. The Buyer reserves the right to take possession of the Goods to which it has title. Where title in any Goods passes to the Buyer before Delivery, such Goods shall be clearly identified and marked as the property of the Buyer or in such manner as the Buyer may require.

13. Damage or Loss In Transit: Any Goods lost or damaged in transit shall be restored or replaced by the Supplier at the Supplier's expense and to the Buyer's satisfaction. Delivery shall not be deemed to have taken place until restoration has taken place to the satisfaction of the Buyer or replacement Goods have been accepted. Goods shall be deemed not to have been delivered if a receipt from an authorised officer of the Buyer cannot be produced by the Supplier.

14. Rejection & Other Remedies: **14.1** If, within 3 months of the Delivery Date, the Goods and/or Services fail to comply with the Contract, the Buyer may (in addition to any of its other rights or remedies), by written notice to the Supplier, reject the whole or any part of the Goods and/or Services and return them to the Supplier at the Supplier's own risk and expense. **14.2** In the event that the Buyer rejects any part of the Goods and/or Services in accordance with clause 15.1 the Buyer may, at its sole discretion (and in addition to any of its other rights or remedies): (i) recover as a debt due from the Supplier all extra costs and expenses arising from or in connection with the rejection of any part of the Goods and/or Services, including those relating to carrying, removing, reinstating, testing, storing and purchasing alternative goods and/or services; (ii) accept replacement Goods and or re-performed Services at the Supplier's expense; (iii) refuse to accept any subsequent Delivery of the Goods and/or Services the Supplier attempts to make; (iv) require the Supplier to repair the Goods and/or Services at the Supplier's expense; and/or (v) immediately terminate the Contract on written notice. **14.3** The Supplier shall repay to the Buyer immediately: (i) any sums paid by the Buyer in advance in relation to any part of the Goods and/or Services which the Buyer rejects in accordance with clause 14.1; and (ii) all sums paid by the Buyer in the event that the Buyer terminates this Contract in accordance with clause 14.2. **14.4** For the avoidance of doubt, these terms and conditions shall apply to any repaired or replacement Goods and/or Services supplied by the Supplier.

15. Terms of Payment: **15.1** Unless stated otherwise in the Order, Charges shall be: (i) fixed for the period and/or quantity stated; (ii) inclusive of all costs associated with the packaging, carriage, Delivery, installation of the Goods and/or Services or any other expenses of the Supplier; (iii) exclusive of any applicable Value Added Tax; (iv) paid by the Buyer within 30 days from when it receives a correctly prepared and undisputed invoice; and (v) paid electronically.

15.2 If an invoice is disputed, any monies paid by the Buyer to the Supplier shall not be applied against any invoice or amount under dispute. If any undisputed monies are not paid by the due date, then the Supplier may charge interest on such undisputed monies on a day to day basis from the date payment fell due, to the actual date of payment (both dates inclusive) at the rate of two (2) per cent per annum over the base lending rate of the Bank of England from time to time. The Supplier acknowledges and agrees that this clause provides the Supplier with a substantial remedy in respect of any late payment of sums due under the Contract and any right to receive statutory interest (as defined in the Late Payment of Commercial Debts (interest) Act 1998) shall not apply to any payment of monies under the Contract. **15.3** The Buyer may set off against any payment due to the Supplier from the Buyer any sum that is or may become due to the Buyer from the Supplier. **15.4** Invoices can only be paid within 30 days where the relevant purchase order number is specified and is sent in pdf format to po.accounts.payable@postoffice.co.uk. Only one invoice per email is permitted.

16. Compliance: The Supplier shall, and shall procure that the Supplier Personnel, at all times comply with all Laws. The Buyer shall allow the Supplier access to its premises as necessary for the Delivery of the Goods and/or Services. The Buyer may refuse admission to the Supplier's Personnel or require Supplier Personnel to leave its premises at any time. Whilst on the Buyer's premises, the Supplier shall, and shall procure that the Supplier Personnel shall, abide by the Buyer's Policies relating to the premises. The Supplier shall ensure that Supplier Personnel working at the Buyer's sites have been vetted in accordance with the Buyer's vetting requirements.

17. Termination: **17.1** The Buyer may terminate the Contract immediately on written notice if: (i) the Supplier is in breach of any its terms and, in the event of a breach capable of being remedied, fails to remedy the breach within 7 days of receipt of a written request; (ii) if the Supplier is acquired by or merged with any other third party; or (iii) if a third party issues or a Relevant Authority instigates proceedings, or threatens to issue or instigate proceedings, against the Buyer in respect of the Buyer's decision to enter into the Contract. The Supplier acknowledges and agrees that the Buyer shall not be liable to the Supplier in respect of any liability, loss or damage incurred by the Supplier as a result of the termination of this Contract pursuant to this clause 17.1. **17.5** On termination or expiry of this Contract, clauses 1, 4, 5, 14, 18, 23, 24 and 26 shall continue in force.

18. Data Protection **18.1** Each party shall ensure that it complies with all Laws relating to the use of Personal Data, including without limitation the DPA. **18.2** Notwithstanding the general obligation in clause 18.1, where the Supplier is processing Personal Data for the Buyer as a Data Processor, the Supplier shall: (i) ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss, or destruction of, or damage to Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; (ii) provide the Buyer with such information as the Buyer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA; (iii) promptly notify the Buyer of: (a) any breach of the security requirements of the Buyer; and (b) any request for Personal Data;

(iv) process the Buyer Personal Data strictly in accordance with the instructions of the Buyer;

(v) ensure that it does not knowingly or negligently do or omit to do anything which places the Buyer in breach of the Buyer's obligations under the DPA; and (vi) not transfer any of the Buyer's Personal Data without the prior written consent of the Buyer. **18.3** The Supplier shall assure the accuracy and consistency of the Personal Data that it is Processing and allow the Buyer access to this data upon request. **18.4** The Supplier shall comply with the Buyer's Information Security Policy.

20. Contracts (Rights of Third Parties) Act 1999: The parties acknowledge and agree that nothing in the Contract shall confer on any third party any benefit, nor the right to enforce any of its provisions.

21. No Agency: The Contract does not create a partnership between the Buyer and the Supplier or make one party the agent of the other for any purpose.

22. Publicity: The Supplier shall not, without the prior written permission of the Buyer, advertise or disclose to third parties that it is providing Goods and/or Services to the Buyer.

23. Entire Agreement: The Contract sets out the entire terms and conditions relating to the subject of the Contract. The Contract shall take priority over any other arrangements, communications (whether verbal or written), or any other documents pertaining to the Goods and/or Services issued by, or referred to, by the Supplier.

24. Governing Law: The Contract and any non-contractual rights or obligations arising out of or in connection with it or its subject matter, shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

25. Counterparts: This Contract may be executed in any number of counterparts, each of which so executed shall be an original, but together shall constitute one and the same.

26. Interpretation: **26.1** In these terms and conditions the following rules apply: (i) a person includes a natural person, corporate or unincorporated body; (ii) a reference to a Law is a reference to such Law as amended or re-enacted; (iii) including (or any similar phrase) shall mean including without limit; (iv) to indemnify means to indemnify and keep indemnified and (v) a reference to writing or written includes emails **26.2** In the event of a conflict between these terms and conditions and the Order, these terms and conditions shall take precedence except where expressly stated in the Order.