

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

Formation of this Contract: The following 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 the following terms and conditions. Any purchase by the Buyer is conditional on acceptance of the Order, on the following terms and conditions, by the Vendor. The Order shall be deemed to be accepted ("**Acceptance**" or to "**Accept**") on the Vendor delivering or performing the Goods and/or Services, at which point and on which date the Contract between the Buyer and the Vendor shall come into existence and continue for the Term of Contract. **The Vendor must not Accept the Order and must tell the Buyer immediately if it does not wish to Accept these terms and conditions.** These terms and conditions apply to the exclusion of any other terms that the Vendor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1. Definitions:

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

'**Charges**' means the amounts specified in the Order to be paid by the Buyer in accordance with the terms of the Contract.

'**Contract**' means the contract between the Buyer and the Vendor for the supply of Goods and/or Services which incorporates these terms and conditions and the Order, further to Acceptance.

'**DPA**': means the Data Protection Act 1998 implementing Directive 95/46 EC on the protection of individuals with regard to the processing of Personal Data as the same may be amended, modified or replaced from time to time, including all codes of practice and guidance issued by the Information Commissioner's Office (or the relevant regulator from time to time) under the Data Protection Act.

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

'**Intellectual Property Rights**' means all rights in inventions, patents, copyrights, design rights, trademarks, service marks, trade secrets, rights, know-how, database rights, topography rights, domain names, moral rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.

'**Order**' means the Buyer's written instruction to supply the Goods and/or Services, incorporating these conditions.

'**Services**' means the services to be performed by the Vendor for the Buyer as described in the Order and anything created or produced as a result of the Services.

'**Specification**' means any specification for the Goods and/or Services, including any related plans, drawings or documentation, that is agreed by the Buyer and the Vendor to which the Goods and/or Services supplied to the Buyer must conform as set out in the Order.

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

2. Assignment and Sub-contracting: The Vendor shall not assign, transfer, sublet or subcontract the whole or any part of the Contract without the prior written consent of the Buyer.

3. Anti-Bribery & Corruption:

3.1 The Vendor 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 Vendor shall (i) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**"); (ii) comply with the Buyer's Ethics, Anti-bribery and Anti-corruption Policies, in each case as the Buyer or the relevant industry body may update from time to time; (iii) have and maintain in place its own policies and procedures including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements; (iv) immediately tell the Buyer in writing if it becomes aware of, or suspects, any failure to comply with the Relevant Requirements; and (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. The Vendor 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 Vendor group's failure to comply with this clause 3.2. Any breach of this clause 3 shall be a breach which is considered incapable of remedy.

4. Intellectual Property and Confidentiality:

4.1 In respect of any Goods that are transferred to the Buyer under this Contract, the Vendor warrants that it has full clear and unencumbered title to all such items and that at the date of delivery of such items to the Buyer, it shall have full and unrestricted rights to transfer all such items to the Buyer. Unless otherwise agreed in writing, the Vendor assigns to the Buyer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Services. The Vendor shall obtain waivers of all moral rights in the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction. The Vendor shall, promptly at the Buyer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Buyer may from time to time require for the purpose of securing for the Buyer the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Buyer in accordance with clause 4.1. The Buyer grants the Vendor a non-exclusive, non-transferable licence of any Intellectual Property Rights to which the supply of the Goods and/or Services is subject to the extent necessary to permit the Vendor to perform its obligations in accordance with these terms and conditions.

4.2 Any information supplied by the Buyer to the Vendor (including the details of the Order), shall be kept confidential and shall only be used for the performance of its obligations under the Contract. Upon request, and in any event upon expiry or termination of the Contract for whatever reason, the Vendor shall destroy, or, at the Buyer's written request, return to the Buyer immediately any confidential information provided under the Contract. The following is not confidential information for the purposes of this clause 4.2: (i) information which is or becomes public unless as a result of a breach of this Contract; (ii) information which the receiving party already knew and which is not subject to a separate obligation of confidentiality to the other party; or (iii) information independently developed or acquired by the receiving party without use of information of the other party. Nothing in this clause 4.2 shall prevent either party from disclosing any information where required by law or any regulatory authority to which it is subject.

4.3 The Vendor warrants that it is entitled to supply the Goods and/or Services to the Buyer on the terms and conditions set out in this Contract and that such supply shall not infringe any rights, including Intellectual Property Rights, of a third

party. The Vendor shall fully 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 Goods and/or Services infringes such rights.

4.4 The Buyer shall retain title to and all Intellectual Property Rights in any designs, drawings, specifications, samples or other materials provided by the Buyer to the Vendor for use in delivering the Goods and/or performing the Services. The Vendor shall keep such items secure and shall return them to the Buyer on demand. Such items shall be at the Vendor's risk while in its possession and control. The Vendor may use such items only for the purposes of performing the Contract.

4.5 The Vendor shall ensure that it includes corresponding provisions in respect of this clause 4 in its contracts with any permitted sub-contractors and vendors.

5. Charges: Unless stated otherwise in the Order, the Charges shall be: (i) fixed for the period and/or quantity stated; (ii) paid in accordance with any timetable agreed in the Order or if no timetable is included in the Order, in accordance with Clause 16; (iii) inclusive of all costs associated with the packaging, carriage, delivery, installation of the Goods and/or Services or any other expenses of the Vendor; and (iv) exclusive of any applicable Value Added Tax.

6. Liability:

6.1 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 Vendor's liability for breach of clauses 3.2 and 4 shall be unlimited unless otherwise agreed in writing by the parties.

6.2 Subject to clause 6.1, the Buyer shall not be liable to the Vendor under or in connection with this Contract for any loss, claim, liability, expense or damage in excess of 100% of the Charges paid by the Buyer pursuant to the Order 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.

6.3 Subject to clause 6.1, the Vendor shall not be liable to the Buyer under or in connection with this Contract for any loss, claim, liability, expense or damage in excess of 200% of the Charges paid (which shall include Charges payable) by the Buyer pursuant to the Order 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.

6.4 The Vendor shall maintain insurances with a reputable insurance company covering liabilities under or in connection with the Contract. The Vendor shall upon request from the Buyer from time to time produce certification from its insurance brokers that such insurance is in force and provide information on limits, renewal dates, coverage extensions and exclusions. The Vendor shall, if requested by the Buyer, add the Buyer as an "additional insured" under the Vendor's insurance policies.

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

8. Quality and Performance:

8.1 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; and (v) be capable of the required performance.

8.2 Where any sample of the Goods is supplied to and approved by the Buyer, the Goods shall correspond to the approved sample, unless otherwise agreed in writing. The Vendor shall pass to the Buyer the benefit of all manufacturer and other warranties and guarantees relating to the Goods and the Vendor hereby acknowledges that the Buyer is at all times relying on the skill and knowledge of the Vendor.

8.3 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.

8.4 The Vendor shall provide all personnel (including the Vendor'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 "**Vendor Personnel**"). The Vendor shall procure that all Vendor Personnel have sufficient capacity, qualifications, skills, competence and experience and shall provide training to all Vendor Personnel in order to ensure that they can properly perform the obligations of the Vendor under this Contract. The Vendor Personnel shall be regarded at all times as employees or agents of the Vendor and no relationship of employer and employee shall arise between the Buyer and the Vendor Personnel under any circumstances, regardless of the degree of supervision that may be exercised over the Vendor Personnel by the Buyer.

9. Inspection and Testing: The Vendor shall inspect and test the Goods 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 Vendor in writing. The Vendor shall promptly take such steps as may be necessary to ensure such compliance.

10. Extension of Time: If, for any cause beyond the reasonable control of the Vendor, delivery of the Goods or performance of the Services is delayed, the time for delivery/performance may be extended, with the prior written consent of the Buyer (such consent to be given at the Buyer's sole and absolute discretion). The Vendor must tell the Buyer if it expects a delay and the reason for that delay at the earliest possible opportunity.

11. Delivery: The Vendor shall deliver the Goods or Services as instructed on the Order. Time shall be of the essence in respect of all deliveries made under the Contract. Goods shall be packaged and carried so as to reach the delivery location undamaged and in good condition.

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

13. Risk and Title: Subject to clause 14 and unless otherwise agreed between the parties in writing: (i) risk in the Goods shall pass to the Buyer on delivery to the address specified in the Order; and (ii) title in the Goods shall pass to the Buyer upon delivery. 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.

14. Damage or Loss In Transit: Any Goods lost or damaged in transit shall be restored or replaced by the Vendor at the Vendor'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 Vendor.

15. Rejection & Other Remedies:

15.1 If, within 3 months of the date of delivery, the Goods and/or Services fail to comply with the Contract, or fail to be delivered or performed in accordance with the Contract, the Buyer may (in addition to any of its other rights or remedies), by written notice to the Vendor, reject the whole or any part of the Goods and/or Services and return them to the Vendor at the Vendor's own risk and expense.

15.2 In the event that the Buyer rejects any part of the Goods and/or Services in accordance with 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 Vendor 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 Vendor's expense; (iii) refuse to accept any subsequent delivery of the Goods the Vendor attempts to make; (iv) require the Vendor to repair the Goods at the Vendor's expense; and/or (v) immediately terminate the Contract on written notice.

15.3 The Vendor 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 15.1; and (ii) all sums paid by the Buyer in the event that the Buyer terminates this Contract in accordance with clause 15.2.

15.4 For the avoidance of doubt, these terms and conditions shall apply to any repaired or replacement Goods supplied by the Vendor.

16. Terms of Payment: Unless otherwise agreed in writing, or specified in the Order, the Buyer shall pay the Vendor any Charges in accordance with the Order within 45 days from when it receives a correctly prepared and undisputed invoice. If the Buyer has told the Vendor that an invoice or particular amount is under dispute, any monies paid by the Buyer to the Vendor shall not be applied against any invoice or amount under dispute. If requested to do so by the Buyer, the Vendor shall accept payments of monies due by electronic funds transfer through BACS Ltd or other electronic payment means. The Vendor accepts electronic payments as good discharge of indebtedness under the Contract. If any undisputed monies are not paid by the due date, then the Vendor may charge interest on such undisputed monies on a day to day basis from the date payment fell due, (or such other date as may be agreed in writing between the parties), 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 Vendor acknowledges and agrees that this clause provides the Vendor 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. The Buyer may set off against any payment due to the Vendor from the Buyer any sum that is or may become due to the Buyer from the Vendor.

17. Compliance: The Vendor shall, and shall procure that the Vendor Personnel shall, at all times comply with all laws including statutes, regulations and by-laws of local or other authorities. The Buyer shall allow the Vendor access to its premises as necessary for the delivery of the Goods and/or Services. The Buyer may refuse admission to the Vendor's Personnel or require Vendor Personnel to leave its premises at any time. Whilst on the Buyer's premises, the Vendor shall, and shall procure that the Vendor Personnel shall, abide by the Buyer's rules and regulations relating to the premises. The Vendor shall ensure that Vendor Personnel working at the Buyer's sites, or involved in the conveyance, receipt, collection, sortation, or other handling of postal packets, or having access to postal packets or the Buyer's systems or operations (whether on or off-site) have been vetted in accordance with the Buyer's vetting requirements. The Vendor shall ensure that Vendor Personnel involved in the conveyance, receipt, collection, sortation, or other handling of postal packets operate and are subject to recruitment, training and disciplinary procedures in compliance with the Buyer's Mail Integrity Code of Practice.

18. Termination:

18.1 The Buyer may terminate the Contract immediately on written notice if: (i) the Vendor 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 from the Buyer; or (ii) if the Vendor is acquired by or merged with any other third party.

18.2 The Buyer may terminate this Contract without cause on giving the Vendor 3 month's written notice. In this event, the Buyer shall pay the Vendor for Goods and/or Services received by the Buyer up to the time of termination. The Buyer shall have no further liability to the Vendor and, without limitation of the foregoing, the Buyer shall not be liable to the Vendor for any loss of revenue or loss of profits as a result of such termination.

18.3 Either party may terminate the Contract if the other party ceases to trade, or is unable to pay its debts as they fall due, makes an arrangement with its creditors

or goes into administration, receivership, liquidation (other than as part of a solvent reorganisation), bankruptcy or any analogous insolvency proceedings in any jurisdiction.

18.4 Termination shall have no effect on the rights, liabilities and remedies of the parties which have arisen prior to termination. On termination or expiry of this Contract, each party shall return to the other all property and data of the other party which it holds.

19. Data Protection

19.1 For the purposes of this clause 19, the terms "Data Controller", "Data Processor", "Personal Data" and "Processing" shall have the meanings ascribed to them in the DPA. The parties agree that for Personal Data received by the Vendor from or on behalf of the Buyer, or otherwise obtained by the Vendor in connection with the performance of its obligations under this Agreement (the "Buyer Personal Data"), that the Buyer shall be a Data Controller in respect of Buyer Personal Data and the Vendor shall be a Data Processor.

19.2 The Vendor agrees, as a Data Processor in respect of the Buyer Personal Data, to: (i) use the Buyer Personal Data solely for the purpose of performing its obligations under this Agreement and the Vendor acknowledges that use of the Buyer Personal Data for any other purpose, in particular for its own purposes, is expressly prohibited; (ii) ensure that appropriate technical and organisational measures are adopted by it to ensure safekeeping against unauthorised or unlawful Processing of the Buyer Personal Data and against accidental loss, or destruction of, or damage to the Buyer Personal Data; (iii) process the Buyer Personal Data strictly in accordance with the instructions of the Buyer and to undertake any measures requested by Buyer for the Buyer's compliance with the DPA; (iv) not transfer any of the Buyer Personal Data outside of the European Economic Area without the prior written consent of the Buyer; and (v) otherwise perform the Services so that the Buyer is compliant with the DPA.

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 Vendor or make one party the agent of the other for any purpose.

22. Publicity: The Vendor 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 Vendor.

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.