

# Terms and Conditions for the Purchase of Goods and/or Services

These Terms and Conditions for the Purchase of Goods and/or Services (“Agreement”) shall apply to all Purchase Orders issued by NSC Global Limited or any of its Affiliates (“NSC”). The party to whom a Purchase Order is issued shall be referred to below as “Supplier.”

## 1. DEFINITIONS

In this Agreement the following expressions shall have the following meanings:

**Affiliate** means any affiliates or subsidiaries of either party, or companies under common control.

**Customer** shall mean NSC’s customer.

**Goods** shall mean Hardware and/or Software or any other items which the Supplier sells to NSC.

**Hardware** shall mean the computer hardware products provided by the Supplier to NSC pursuant to a Purchase Order.

**Purchase Order** shall mean the duly authorised and signed purchase order placed by NSC in respect of Goods and/or Services.

**Software** shall mean the computer software products provided by the Supplier to NSC pursuant to an authorised Purchase Order.

**Services** shall mean those services agreed between the parties and referred to in a Purchase Order.

## 2. THE AGREEMENT

- 2.1 This Agreement shall govern the provision of Goods and/or Services by the Supplier or any of its Affiliates to NSC or any of its Affiliates pursuant to a Purchase Order. A binding contract for the sale and purchase of Goods and/or Services shall be formed on acceptance of a Purchase Order. A Purchase Order shall be deemed to have been accepted on the earlier of: (i) the Supplier issuing written acceptance of the Purchase Order; or (ii) any act by the Supplier consistent with fulfilling or accepting the Purchase Order.
- 2.2 The terms of this Agreement shall be incorporated into and shall apply to all Purchase Orders unless expressly stated otherwise in a Purchase Order.
- 2.3 The Supplier shall not commence providing any Goods and/or Services and NSC shall have no liability to the Supplier (including, without limitation, any liability to make payment) for such Goods and/or Services unless the Supplier has received a Purchase Order from NSC prior to the provision of those Goods and/or Services equal to or greater than the value of the Goods and/or Services being invoiced.
- 2.4 This Agreement applies 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, or referred to in any quotation or document by Supplier. Upon acceptance of

the Purchase Order, Supplier waives any right it might otherwise have to rely on any documents of Supplier inconsistent with this Agreement.

- 2.5 No addition to, variation of, exclusion or attempted exclusion of this Agreement shall be binding unless in writing and signed by both parties and expressed as a modification to this Agreement. The parties may agree from time to time on separate statements of work or contract schedules providing for specific provisions relating to a particular Service or particular Goods. Where standard terms and conditions in those documents conflict with the terms and conditions of this Agreement, this Agreement shall have precedence.

### **3. CHARGES AND PAYMENT**

- 3.1 The charges shall be as per the corresponding Purchase Order and shall not be subject to increase once agreed, and shall be inclusive of the costs of packaging, insurance, delivery and carriage, unless otherwise agreed in writing by NSC. No other charges shall be effective unless a Purchase Order is in place.
- 3.2 Unless otherwise stated in the Purchase Order, payment shall be made to the Supplier within 60 days of the end of the month in which NSC receives a valid invoice, provided that the Goods and/or complete Services are provided on time and as agreed.
- 3.3 Invoices shall be submitted upon delivery to the address mentioned in the relevant Purchase Order and in case no details have been stated in the Purchase Order to: Accounts Payable, NSC Global Ltd, 3rd Floor, West Building, 1 London Bridge, London SE1 9BG, United Kingdom. Invoices must contain the following information in order to be valid:
- NSC Purchase Order Number
  - VAT Number or other sales tax or equivalent registration number
  - All items on the Purchase Order that are being invoiced

Invalid or disputed invoices shall not be paid by NSC and in case Supplier provides an invalid or disputed invoice, Supplier shall re-issue a correct invoice corresponding to the Purchase Order.

- 3.4 NSC shall pay to the Supplier, in addition to the charges, a sum equal to the Value Added Tax and any other taxes chargeable on the supply of Goods or Services. Unless expressly stated in the Supplier's quote, prices quoted shall be deemed to include all related taxes.
- 3.5 Payment for Goods or Services shall not be deemed as acceptance of those Goods or Services.
- 3.6 The Supplier shall invoice for Goods upon delivery and Services upon acceptance.
- 3.7 In case of delay in the payment of undisputed invoices, Supplier shall send a written notice to NSC requiring payment within 15 days of its receipt. If payment is not fulfilled within 15 days, overdue amounts shall bear interest at a rate of 2 percent above the 3-

month EURIBOR rate per year from the expiry of the 15-day period until payment occurs. This constitutes the exclusive remedy for late payments.

- 3.8 NSC shall be entitled to cancel any Order at any time prior to the date of delivery without any liability to the Supplier. NSC shall also be entitled to return any unused Goods without any liability to the Supplier should Customer cancel in whole or in part its order. Supplier shall refund NSC for the returned Goods.

#### **4. TITLE AND RISK**

- 4.1 All rights in respect of Software shall be governed by the applicable licence agreement as provided by the Supplier or third-party owner if the Supplier is acting as a reseller.
- 4.2 In all other cases, risk and title shall pass upon delivery.

#### **5. DELIVERY AND PACKAGING**

- 5.1 The Supplier shall package any Goods which it supplies in a manner suitable for storage and/or transit at no cost to NSC.
- 5.2 The Supplier shall deliver the Goods and/or Services:
- (i) on the date specified in the Purchase Order or, if no such date is specified in the Purchase Order, then on the date agreed in writing between the parties, otherwise within 15 days of the date of the Purchase Order;
  - (ii) to the premises described in the Purchase Order or such other as instructed by NSC before delivery; and
  - (iii) during normal hours of business, or as instructed by NSC.
- 5.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the delivery location.
- 5.4 Delivery dates shall be of the essence. If the Goods and/or Services are not delivered by the applicable date, NSC shall have the following non-exclusive rights:
- (i) claim or deduct 1 per cent of the price of the Goods and/or Services for each week's delay in delivery by way of liquidated damages, up to a maximum of 20% per cent of the total price of the Goods and/or Services;
  - (ii) terminate the Agreement or affected Purchase Order with immediate effect by giving written notice to the Supplier;
  - (iii) refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
  - (iv) recover from the Supplier any costs incurred by NSC in obtaining substitute goods and/or services from a third party; and

- (v) claim damages for any additional costs, liabilities, penalties, losses and expenses incurred by NSC which are in any way attributable to the Supplier's failure to meet such dates.
- 5.5 Where NSC has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, Supplier shall refund NSC all sums paid in advance within 14 days of cancellation of the related Purchase Order.
- 5.6 If the Supplier has delivered Goods or Services that do not comply with the obligations under this Agreement and related Purchase Order then, without limiting its other rights or remedies, NSC shall have the following non-exclusive rights:
- (i) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
  - (ii) to claim a reasonable price reduction;
  - (iii) to terminate the related Purchase Order with immediate effect by giving written notice to the Supplier;
  - (iv) to require the Supplier to immediately repair or replace the rejected Goods or Services, or to provide a full refund of the price of the rejected Goods or Services (if paid for);
  - (v) to refuse to accept any subsequent delivery of the Goods or Services which the Supplier attempts to make;
  - (vi) to recover from the Supplier any expenditure incurred by NSC in obtaining substitute goods or services from a third party; and
  - (vii) to claim damages for any additional costs, liabilities, penalties, losses and expenses incurred by NSC from the Supplier's failure to supply Goods or Services in accordance with this Agreement and related Purchase Orders.

This clause shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

Supplier is not entitled to deliver Goods in instalments unless agreed by NSC.

## **6. STATUTORY, CODE OF CONDUCT AND OTHER REQUIREMENTS**

- 6.1 Goods and/or Services shall comply and shall continue to comply with the provisions and requirements applicable to the design, manufacture, supply and use (whether expressly or by implication) of any statute, statutory instrument, statutory rule, order, directive or regulation, or code of practice in force at the time of delivery
- 6.2 The Supplier shall supply where appropriate, and not later than the date of delivery, all relevant manuals and other supporting literature together with adequate information about the use of Goods.

- 6.3 The Supplier shall comply with all applicable laws in its dealings with NSC and agrees to comply with NSC's supplier code of conduct as amended from time to time and, on request, to certify such compliance periodically. Supplier also agrees to permit NSC to audit Supplier's compliance at such times and in such manner as NSC reasonably requests.
- 6.4 The Supplier will comply with the provisions of the UK Modern Slavery Act 2015 where applicable and will take adequate steps to ensure that human trafficking and slavery does not occur in its organisation and supply chain. In the event of any non-compliance, Supplier will notify NSC immediately.

## **7. WARRANTIES**

- 7.1 The Supplier warrants that Goods to be provided under this Agreement shall operate in accordance with its specifications and/or any descriptions, and be of satisfactory quality and fit for purpose for a period of 12 months following delivery.
- 7.2 The Supplier warrants that it shall at all relevant times:
- (i) use staff with suitable training, education, experience and skill to perform the Services;
  - (ii) have good title to or procure good title to the Goods supplied and has the right to sell all Goods supplied;
  - (iii) provide the Services with promptness and diligence, in a workmanlike manner, with all reasonable care and to good industry standards;
  - (iv) have and will comply with all the necessary licences, certificates, authorisations and consents required under the laws of the locations in which the Services are provided, for the provision of the Services to NSC;
  - (v) own, or have all necessary licences, certificates, authorities and consents in respect of, intellectual property rights required for the purposes of enabling Supplier to provide all Goods and Services under this Agreement;
  - (vi) supply Goods and/or Services that do not infringe or constitute an infringement or misappropriation of any intellectual property or other proprietary rights of any third party; and
  - (vii) it will not introduce any computer virus or other contamination, whether knowingly or not, onto any of NSC's or Customer's equipment or systems.
- 7.3 The Supplier acknowledges that NSC is a reseller and hereby consents to the assignment to the Customer of any warranties and/or indemnities pertaining to the Goods and/or Services.

**8. INSURANCE**

For the duration of this Agreement and for a period of 2 years thereafter, the Supplier shall maintain in force, with a reputable insurance company: employers' liability insurance, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with this Agreement and shall, on NSC's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

**9. INDEMNITIES**

The Supplier shall keep NSC indemnified in full against all liabilities, costs, expenses, damages, penalties and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by NSC as a result of or in connection with:

- (i) any claim made against NSC by a third party for death, personal injury or damage to property arising out of, or in connection with defects in Goods or Services;
- (ii) any claim made against NSC by a third party arising out of, or in connection with, the incorrect supply of the Goods or Services; and
- (iii) any claim made against NSC by a third party for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services.

This clause shall survive termination of this Agreement.

**10. TERM AND TERMINATION**

10.1 The Term of this Agreement shall commence on execution and shall continue in force until terminated in accordance with the provisions of this Agreement.

10.2 Either party shall be entitled to terminate this Agreement or a Purchase Order with immediate effect on written notice if the other party:

- (i) Is in material or persistent breach of any of its obligations under this Agreement, which breach, if it is capable of remedy, has continued unremedied for a period of 14 working days after the other party has served written notice requesting the other party to remedy the breach; or
- (ii) Shall have a trustee, receiver or an administrative receiver appointed over it or over any part of its undertaking or assets; or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation, take-over or reconstruction); or shall enter into any voluntary agreement with its creditors; or shall become bankrupt or file for voluntary

bankruptcy; or an administration order is made in relation to such party; or any analogous situation to any of the above under the law of any jurisdiction occurs in relation to it.

- 10.3 Either Party may terminate this Agreement for convenience subject to 60 days' written notice.
- 10.4 NSC shall have the right to terminate any Purchase Order subject to 30 days' notice or as and when permitted by this Agreement.
- 10.5 Any termination by NSC of this Agreement shall be an automatic termination of all incomplete Purchase Orders then still in place, unless otherwise agreed to by the parties in writing.
- 10.6 Any termination for convenience by Supplier of this Agreement shall not affect incomplete Purchase Orders unless otherwise agreed to by NSC.
- 10.7 Upon termination of this Agreement or a Purchase Order for whatever reason, NSC's sole obligation will be to pay for Goods and/or Services provided up to the date of termination, and in the event of payments made in advance a refund shall be due on a pro-rata basis accounting for Goods and/or Services provided up to the date of termination.

## 11. NOTICES

Any notice required to be given under this Agreement shall be in writing and shall be delivered personally or sent by recorded delivery with proof of delivery to each party to the address set out below:

### Notices to NSC

NSC Global Ltd  
Attn: Head of Legal  
3rd Floor, West Building, 1 London Bridge  
London SE1 9BG  
United Kingdom

### Notices to Supplier

The address provided by Supplier for purposes of receiving Purchase Orders or as otherwise specified by the relevant party by notice in writing to the other party.

## 12. CONFIDENTIALITY AND DATA PROTECTION

- 12.1 Confidential Information shall be defined as information which emanates directly or indirectly from the parties (whether before, on or after the date of this Agreement and whether disclosed orally or in writing) and which includes (but is not limited to): (i) any business, financial, operational or other commercial information not generally known or available to persons outside of each party's specific organisation (including trade secrets, know-how, information relating to the intellectual property rights of either party or Customers); (ii) any technical information including but not limited to specifications,



drawings, designs, flow-charts, methodologies, ideas and proposals; and (iii) information comprised in or relating to the intellectual property rights of either party or Customers.

For the purpose of this clause, "Receiving Party" shall mean that party receiving the other's Confidential Information and "Disclosing Party" shall mean that party disclosing its Confidential Information to the other.

- 12.2 The Receiving Party may disclose Confidential Information only to its officers and employees and then only such officers and employees to whom such disclosure is reasonably necessary, provided that such officers and employees agree to be bound by the terms and conditions of this clause.
- 12.3 The Receiving Party agrees to protect Confidential Information by using the same standard of care used to safeguard its own information of a confidential nature and by taking all reasonable steps to prevent any unauthorised disclosure of Confidential Information. For the purpose of this clause, it is understood that reasonable steps are considered measures similar to those provided for in ISO 27001.
- 12.4 The Disclosing Party may after the termination of this Agreement, at any time by way of written notice to the Receiving Party, require the Receiving Party to return or destroy any material containing, or relating to, Confidential Information and to expunge such Confidential Information from any word processor, computer or other similar device into which it was entered or programmed, and may, in addition, require the Receiving Party to furnish a written statement (certified as correct by a director of the Receiving Party) to the effect that, upon such return, the Receiving Party has not retained in its possession, or under its control, either directly or indirectly, any such material. The Receiving Party shall comply with all requirements set out in this clause within 7 (seven) days of receipt of such a written notice.
- 12.5 The obligations of the Receiving Party pursuant to the provisions of this Agreement shall not apply to any information that:
- (i) is known to or in the possession of the Receiving Party prior to disclosure thereof by the Disclosing Party;
  - (ii) is or becomes publicly known, otherwise than pursuant to a breach of this Agreement by the Receiving Party;
  - (iii) is acquired or developed independently of the Disclosing Party by the Receiving Party in circumstances that do not amount to a breach of the provisions of this Agreement; or
  - (iv) is disclosed by the Receiving Party to satisfy the order of a court of competent jurisdiction or to comply with provisions of any law or regulations in force from time to time, provided that in these circumstances, insofar as it is legally permitted to do so, the Receiving Party shall advise the Disclosing Party in writing prior to such disclosure to enable the Disclosing Party to take whatever

steps it deems necessary to protect its interest in this regard provided further that the Receiving Party will disclose only that portion of the information which it is legally required to disclose and the Receiving Party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent possible in the circumstances; or

- (v) is disclosed to a third party pursuant to the prior written authorisation from the Disclosing Party.

12.6 Both Parties shall comply with all data protection legislation where applicable.

### **13. ASSIGNMENT**

NSC shall be entitled to assign this Agreement to any of its Affiliates without the prior written consent of Supplier.

### **14. ENTIRE AGREEMENT**

The terms of this Agreement contain the entire agreement between the parties. The terms of this Agreement supersede all prior discussions between the parties or their advisors and all statements, representations, terms and conditions, warranties, guarantees, proposals, communications and understandings whenever given and whether orally or in writing.

### **15. WAIVER**

No terms or conditions hereof shall be deemed waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the party issuing the same.

### **16. FORCE MAJEURE**

Notwithstanding any other provisions of this Agreement, if due performance of this Agreement by either party is affected in whole or in part by reason of any event, omission, accident or other matter beyond the reasonable control of the affected party, the affected party shall give prompt notice and shall be under no liability for any loss, damage, injury or expense of whatever kind and howsoever caused, suffered by the other party due to the affected performance, except to the extent that such event, omission, accident or other matter could have been avoided or mitigated or should have been foreseen.

The parties shall use all reasonable efforts to avoid or overcome the causes affecting performance as soon as it becomes practical to do so, and if this is not possible, this Agreement or the affected Purchase Order may be terminated where such non-performance has endured for a period of 10 (ten) days or longer.

**17. RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of, or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

**18. NON-SOLICITATION AND NON COMPETITION**

- 18.1 During this Agreement and for 12 months after its termination, neither party will solicit the employment or services of any personnel of the other party who has been engaged in connection with this Agreement. A party in breach of this provision shall pay to the other by way of liquidated damages a sum equal to 20% of the gross salary or fees of that person for the first 12 months of their new employment or service contract. Nothing in this clause shall apply to any person engaged or employed as a result of a general recruitment initiative or public advertisement undertaken or placed by or on behalf of either party.
- 18.2 Supplier shall not, during the Agreement and for a period of 12 months immediately following its termination, either directly or indirectly, call on, solicit or take away, or attempt to call on, solicit or take away, any of the Customers with whom Supplier had contact or became acquainted during the terms of this agreement, either for their own benefit, or for the benefit of any other person, firm, corporation or organisation.

**19. SUB-CONTRACTORS**

- 19.1 Supplier may appoint sub-contractors to supply Goods (or any part thereof) or to provide any part of the Services on written approval by NSC, not to be unreasonably withheld.
- 19.2 Supplier shall procure that all sub-contractors appointed undertake to comply, and do comply, with the provisions of this Agreement and undertake appropriate duties of care and skill to NSC. Notwithstanding the appointment of any sub-contractor, Supplier shall remain liable to NSC under this Agreement for the supply of Goods and/or Services.
- 19.3 Supplier shall ensure that all sub-contractors are subject to the same duties of confidence in respect of NSC's Confidential Information and intellectual property as Supplier is under this Agreement, and no such Confidential Information or intellectual property may be disclosed to them until they have agreed to adhere to such duties.

**20. SEVERABILITY**

If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

**21. LAW**

This Agreement shall be governed and interpreted in accordance with the laws of the country of incorporation of the NSC entity issuing the Purchase Order and the parties submit to the exclusive jurisdiction of the courts of that country.