

DHL TERMS AND CONDITIONS OF PURCHASE



1. Definitions

In these Terms and Conditions:-

'Contract' means the agreement between DHL and the Supplier as detailed in this document.

'Code of Conduct' shall mean the Supplier Code of Conduct of DP DHL which is annexed at [Annex A].

'DHL' means the DHL Business entered into this Agreement ("DHL") contracting on its own behalf and as agent for certain DHL Businesses (as defined below)

'DHL Businesses' means DHL and (for so long as they remain so qualified) any subsidiary, subsidiary undertaking or holding company of DHL or of its holding company or any corporate entity in which any such company has a 10% or larger shareholding from time to time and "DHL Business" shall be construed as one such entity as the context dictates

'First Class Industry Practice' means in relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably be expected from a market leader in the relevant Industry.

'Formal Contract' means a formal Purchase Contract initiated, documented and authorised by DHL's Procurement Department.

'Goods' means the goods (if any) required or ordered by DHL.

'Order' means the order placed by DHL specifying the goods and/or services required utilising DHL's purchase order system or company procurement card.

'Order Number' means the order number stated on DHL's Order.

'Party' means a party to this Contract.

'Personnel' means the Supplier's staff, consultants, employees, agents, other personnel or third parties (whether temporary or permanent) engaged in any manner upon the Services being supplied by the Supplier.

'Services' means the services (if any) required or ordered by DHL.

'Supplier' means the person, firm or company identified as the supplier of Goods and or Services to DHL

'Terms and Conditions' means the Terms and Conditions detailed in this document together with any other Terms or Conditions incorporated into this Contract by express written agreement between a duly authorised representative of DHL and the Supplier.

2. Agreement To Purchase

- 2.1 An Order raised constitutes an acceptance by DHL to purchase the Goods and/or the Services subject to these Terms and Conditions only, including the Code of Conduct detailed in Annex A.
- 2.2 The Terms and Conditions shall apply to and be incorporated in this Contract to the exclusion of any oral arrangements made between DHL and the Supplier and shall prevail over any inconsistent terms or conditions contained in or referred to in the Supplier's quotation or in any proposal, estimate, acknowledgement, correspondence or any other document, or implied by trade, custom or practice or course of dealing. Any clause purporting to incorporate Suppliers Terms and Conditions and/or to negate the effect of this clause or these Terms and Conditions shall be null and void.
- 2.3 No addition to or variation or exclusion or attempted exclusion of the Terms and Conditions as stated within this document shall be binding unless specifically agreed in writing by a duly authorised representative of DHL.
- 2.4 Where a Formal Contract has been agreed between DHL and the Supplier for the Goods and/or Services being supplied against an Order, then the Terms and Conditions stated within such Contract shall prevail over these Terms and Conditions to the extent that there is any inconsistency between them.

3. Price(s)

- 3.1 The price of the Goods and/or Services shall be as stated in the DHL Order and, unless otherwise so stated, shall

be exclusive of Value Added Tax or such similar tax as contemplated under Clause 9.4 and inclusive of all charges for packaging, packing, carriage, insurance and delivery of the Goods to the delivery address and any other duties or imposts.

- 3.2 The Supplier is not permitted to apply any escalation or increase in price or any other charges without the express prior written authority of DHL.

4. Specification And Place Of Origin

- 4.1 The Supplier warrants that the Goods and Services shall conform as to quality, quantity and description with the Specifications, stipulations and any other of the provisions contained in this Contract or supplied by DHL to the Supplier or agreed in writing by DHL and shall correspond in all respects with any samples or patterns provided by the Supplier and approved by DHL or provided by DHL to the Supplier. Variations to the Specifications are not permitted without the prior written approval of DHL.
- 4.2 The Supplier shall and shall procure that at all times it shall provide the Goods and/or Services which shall conform with all relevant laws, regulations, treaties and other requirements (including but not limited to local and national laws), as and when required dependent on country of supply or provision (or as otherwise advised to the Supplier by DHL). These shall include, without limitation, the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982.
- 4.3 The Supplier shall, upon request from DHL, provide evidence of the place of origin or the contents of the Goods or the parts thereof or of the raw materials utilised in their manufacture.

5. Inspection And Testing

- 5.1 The Supplier shall permit DHL to inspect and test the Goods at any time during manufacture, processing or storage and to inspect the performance of Services at the premises of the Supplier or any third party and the Supplier shall provide or procure all such facilities and accommodation as may reasonably be required by DHL for such inspection and testing. The Supplier shall at the request of DHL supply a certified copy of the appropriate test details.
- 5.2 If, as a result of such inspection and/or testing, DHL is of the opinion that the Goods do not comply with this Contract or are unlikely on completion of manufacture or processing to comply, DHL will advise the Supplier accordingly. The Supplier shall immediately take such steps as may be necessary to comply with this Contract within timescales acceptable to DHL, and at no additional cost to DHL whatsoever. In such circumstances DHL reserves the right to enforce any of the remedies available to it under this Contract or at law.
- 5.3 For the avoidance of doubt such inspection or testing or right to do so on the part of DHL shall not constitute acceptance or approval by DHL of the Goods and/or Services.

6. Delivery

- 6.1.1 All delivery(s) of the Goods and/or the performance of Services must be completed at DHL's delivery address detailed in DHL's Order by the pre-agreed date(s) specified, which will be during DHL's usual business hours, unless specifically agreed otherwise by both parties.
- 6.2.1 In the event that no specific delivery/performance date(s) is agreed then the Supplier shall give DHL reasonable



DHL TERMS AND CONDITIONS OF PURCHASE

- notice in writing of the proposed date(s) for DHL's approval.
- 6.2 Time of delivery of the Goods and/or performance of the Services shall be of the essence.
- 6.3 Wherever it is possible to send or procure the sending of Product to the relevant delivery destination utilising a company that belongs to DHL or the DHL Businesses, this option must be used by or on behalf of the Supplier.
- 6.4 Should the Supplier act in contravention of the foregoing provisions of Clause 6.3, and an alternative mode or method of transportation be used by or on behalf of the Supplier, acceptance of the shipment(s) may be refused. In such a case, DHL shall be entitled to terminate the Contract without notice and/or without financial penalty on the part of DHL and/or to assert other claims, in particular for damages.
- 6.5 Should a delivery that does not comply with the Contract be refused, the cost and risk of its return shall be borne by the Supplier.
- 6.6 Any extension of time for delivery and/or performance must be expressly agreed in advance in writing on each and every occasion between DHL and the Supplier. If time is so extended such extended time shall be of the essence. Any such extension of time shall relate only to the extension in question and shall not be deemed to be a waiver of DHL's rights under this Contract regarding delivery and/or performance on the revised delivery and/or performance date(s) as agreed.
- 6.7 The method of packaging will be such as to ensure the safe receipt of the Goods at DHL's delivery location. DHL is not obliged to return to the Supplier any packaging materials, whether or not any Goods are accepted by DHL. The cost of packaging materials will not be chargeable unless expressly agreed in advance in writing by DHL.
- 6.8 The Supplier shall provide to DHL all relevant information as to packaging, storage, use, use by, etc. and instructions (as appropriate) at the time of delivery. The Goods and packaging shall have clearly displayed warnings identifying any hazards relating to the Goods and/or method of unpacking.
- 6.9 The Supplier will advise DHL of all relevant information to allow both parties to discharge their responsibilities under the Packaging Waste (1997) regulations.
- 6.10 DHL's Order number (and where appropriate the Contract number) must be quoted on all documentation including correspondence. A priced delivery or advice note must accompany all goods despatched to the correct delivery address. Goods and/or Services not accompanied by a priced delivery or advice note may be refused without any penalty whatsoever to DHL.
- 6.11 The Supplier shall in good time provide to DHL any instruction or information required to enable DHL to take delivery of the Goods and/or for the performance of the Services.
- 6.12 If any Goods and/or Services specified in an Order are not supplied in accordance with the Order then DHL shall be entitled to reject any such Goods and/or all Goods pursuant to such Order that have or which should have been delivered to DHL in accordance with the provisions of Clause 8 and/or (at DHL's discretion):

7. Title And Risk

- 7.1 Title in the Goods will pass to DHL upon delivery in accordance with these Terms and Conditions unless payment is made prior to delivery in which case it shall pass to DHL once payment has been made. If payment is

made prior to delivery, the Goods will be separately and securely stored and clearly marked and identifiable as the property of DHL. The Supplier will take all appropriate steps to ensure the safekeeping thereof and to prevent the goods from being subject to any charge, lien, liability or any other similar encumbrance and will keep DHL fully and effectively indemnified in respect of any such matters. In each case, passing of title shall be without prejudice to any right of rejection which may accrue to DHL or which DHL has or may have.

- 7.2 Risk of damage to or loss of the Goods supplied shall pass to DHL upon delivery in accordance with these Terms and Conditions, and until such time as delivery has been affected the goods will remain at the Supplier's risk.
- 7.3 Whilst at the Supplier's risk, and until delivery has been satisfactorily completed, the Supplier shall insure the Goods to their full replacement value against all risks of damage or loss and where payment as been made and title has passed to DHL, the Supplier shall compensate DHL in full for any such loss and damage which may occur.

8. Rejection

- 8.1 DHL may reject the Goods if the Supplier fails to comply with its obligations under these Terms and Conditions, and may also reject any Goods delivered and found to be inferior in quality, defective, contrary to specification, sample or otherwise unsuitable for the purpose described, unless wholly caused by the negligence of DHL. Such right shall extend to the whole or any portion of a consignment. Furthermore, nothing shall oblige DHL to accept or keep safe or pay for Goods and/or Services in excess of Goods and/or Services covered by the Order.
- 8.2 DHL shall not be deemed to have accepted any Goods until DHL has had a reasonable time to inspect them following delivery and unloading or, if later, until a reasonable period has elapsed after any latent defect in the Goods has become apparent.
- 8.3 All Goods rejected by DHL, as above, will be collected by the Supplier at the Supplier's expense and risk.
- (i) require the Supplier to repair the relevant Goods or to supply replacement Goods that comply with the Order; or
- (ii) terminate the Order and require the repayment of any monies that DHL has paid to the Supplier under the Order and any loss and additional costs incurred; or
- (iii) enable DHL to exercise its other rights and remedies pursuant to Clause 13.

9. Payment Terms/Invoice Procedure

- 9.1 The Supplier shall submit all invoices to DHL strictly in accordance with the invoice processes detailed in Appendix X. Failure to comply with Appendix X will excuse delays in payments by DHL and the Supplier shall waive all claims it has or may have against DHL in this respect.
- 9.2 Payment of correct invoices is due in the relevant currency as defined in DHL's Order 60 days net from which the invoice is dated, subject to satisfactory receipt of Goods and/or Services.
- 9.3 DHL shall be entitled to offset against any sum due to the Supplier any sum owed to DHL by the Supplier and to withhold payment (whether otherwise due under this Contract and/or any other agreement) for Goods and/or Services which have not been provided in accordance with this Contract or not provided in accordance with any other agreement.
- 9.4 Where appropriate, Value Added Tax and any other tax, duty or fee imposed from time to time by any



DHL TERMS AND CONDITIONS OF PURCHASE

government or other authority must be identified separately on each invoice in accordance with the relevant laws and regulations (and all relevant Value Added Tax numbers and details must be provided).

- 9.5 If DHL fails to make payment in respect of any sum properly due under this Contract, excluding any disputed sums, on the due date against the Supplier's accurate invoice, which meets and accords with the requirements of this Clause 9, the Supplier may charge DHL interest at 2% above HSBC Bank Plc Base Rate Ruling during the period of the unauthorised credit provided it complies with the following:-
- 9.6 The Supplier will provide bi-monthly reports detailing particulars of those invoices which have become overdue and/or those invoices which remain unpaid whatever their date, and forward them to DHL's buyer of the Goods or Services. On receipt of such reports the Supplier will authorise a further 15 days credit in which to make the payment. Failure to then effect payment against any outstanding overdue correct invoice will incur charges at the above rate applicable from the end of the 15 day credit extension.
- 9.7 If notwithstanding the provisions of this Clause the Supplier takes any steps to recover sums or payments it believes to be due to it (including the issue of court proceedings) having failed to adhere strictly to the requirements of this Clause, then any loss, costs or damage (including legal and court fees) of whatever nature incurred by or on behalf of DHL shall be the responsibility of the Supplier, who shall keep DHL indemnified in respect thereof.
- 9.8 An electronic copy of selected invoices may be requested by DHL for auditing purposes and should be dispatched within 24 hours of the request.
- 9.9 If DHL disputes any sum on an invoice it will notify the Supplier in writing of such dispute, giving full details of the dispute and of the actual sum it claims on bona fide grounds not to be liable to pay.

10. Warranties

- 10.1 Without prejudice to the Supplier's obligations herein the Supplier expressly warrants to DHL that the Goods:
- (i) will be of satisfactory and merchantable quality and fit for any purpose held out by the Supplier or made known by DHL to the Supplier before or at the time the Contract is made; and
 - (ii) will be free from any defects in design, material and workmanship; and
 - (iii) will comply with all relevant legal and statutory requirements and regulations, including those relating to the manufacturing, processing, carriage, packing, delivery and sale of the Goods; and
 - (iv) have been or will be prior to delivery subjected to all necessary tests and examinations to ensure that the Goods are designed and constructed so as to be safe and without risk to health and safety.
- 10.2 The Supplier warrants that the Services will be performed in accordance with all relevant legal and statutory requirements and regulations, will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard or quality as it is reasonable for DHL to expect in all the circumstances. Documentary evidence of such compliance and relevant training records and certification

should be held and updated by the Supplier and provided to DHL upon request.

- 10.3 The warranties, indemnities and remedies contained in these Terms and Conditions shall be in addition to those implied by law or in equity and shall continue in force notwithstanding DHL's acceptance of all or part of the Goods and/or Services.
- 10.4 Without prejudice to any of its rights and remedies hereunder, the Supplier will (at its own expense and without cost to DHL) take all steps necessary to comply fully with the terms of and to enforce or procure the enforcement of any guarantee, warranty, indemnity or similar or analogous arrangement so as to ensure that DHL shall receive and be able to avail itself of the full benefit thereof.

11. Indemnities

The Supplier shall indemnify DHL, its agents, employees and assignees, contractors and sub-contractors in full against all liabilities, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by DHL as a result of or in connection with :

- (i) breach of any warranty given by the Supplier in relation to the Goods and/or the Services;
- (ii) any claim that the Goods infringe, or their importation, use or resale, infringe, the patent, copyright, design right, trade mark or other intellectual property rights of any other person;
- (iii) any act or omission of the Supplier or its Personnel in supplying, delivering, and installing the Goods whether by reason of their negligence or otherwise;
- (iv) any act or omission of the Supplier or its Personnel in connection with the performance of the Services whether by reason of their negligence or otherwise;
- (v) all claims made against DHL in respect of any liability, personal injury, loss, damage or expense sustained by DHL's servants or agents or by any customer or other third party to the extent that such liability, loss, damage or expense was caused by, relates to, or arises from, the Goods (including their packaging, storage and delivery) and/or Services including (without prejudice to the generality of the foregoing) any claim against DHL under the Consumer Protection Act 1987 in respect of the Goods and/or Services.

12. Insurance

- 12.1 Without prejudice to the liabilities of the Supplier under this Contract, the Supplier shall maintain with a reputable insurer or insurers the following:-
- (i) full Public Liability and Product Liability cover including against their liabilities under clauses 10 Warranties and 11 Indemnities to a minimum limit of indemnity of £5,000,000 (five million pounds) for any one occurrence or series of occurrences arising from any one incident/accident (unlimited in any one year) and incorporating an Indemnity to Principal clause;
 - (ii) Employers Liability Insurance to minimum legal requirements and in any case no less than £5,000,000 (five million pounds) in respect of any one occurrence or series of occurrences arising from any one incident/accident (unlimited in any one year) and otherwise in accordance with the Employers Liability (Compulsory Insurance) Act 1969, or any statutory extension, modification or re-enactment thereof or any orders or regulations thereunder in force from time to time;
 - (iii) Where consultancy services are being provided by the Supplier, Professional Indemnity Insurance to a minimum of £1,000,000 (one million pounds) is

DHL TERMS AND CONDITIONS OF PURCHASE



required. Such insurance to remain enforce for a minimum of 3 years after the service has been provided.

12.2 The Supplier shall procure that the interest of DHL is noted on the insurance policies referred to in clauses 12.1 and that the insurer's rights of subrogation against DHL is thereby waived. All such policies must extend the insurers' obligations under the policy to survive the Supplier's bankruptcy, receivership and/or liquidation.

12.3 The Supplier shall produce evidence of such insurances which will be arranged on a 'claims occurring' basis in respect clause 12.1 (i) and (ii), at any time upon request by DHL. For the avoidance of doubt where such insurances are subject to excesses or deductibles, the costs of claims falling within such excesses or deductibles will be the responsibility of the Supplier. All such policies must extend the insurers' obligations under the policy to survive the Supplier's bankruptcy, receivership and/or liquidation.

12.4 The Supplier shall give DHL 30 (thirty) days' notice of cancellation or changes in the limits or cover on the insurance policies for which the Supplier is required to produce evidence pursuant to Clause 12.4.

12.5 The Supplier shall insure to the full replacement value any material or property sent to the Supplier or its authorised representatives by DHL for any purpose in connection with this Contract, against any damage or loss which may occur whilst in the Supplier's custody or the custody of the Supplier's authorised representatives.

12.6 The Supplier shall maintain adequate property insurance to meet its liabilities under this contract including clause 7.

13. Failure To Perform

13.1 DHL may, in the event of failure by the Supplier to comply with any of the Terms and Conditions of this Contract, take any one or more of the following courses of action without prejudice to any other rights or remedies they may have namely they may:

- (i) recover damages and any additional costs arising from the failure to meet any requirement set out herein relating to the Goods and/or Services; and/or
- (ii) return faulty or defective Goods, at the expense and risk of the Supplier, in which case the Supplier will refund the full purchase price of such Goods; and/or
- (iii) return faulty or defective Goods for repair or replacement by, and at the expense and risk of, the Supplier within 7 days of notification thereof to the Supplier; and/or
- (v) replace faulty or defective Goods with Goods purchased from an alternative source. Any additional costs incurred by DHL through obtaining such Goods from alternative sources will be for the Supplier's account; and/or
- (iv) obtain Services from an alternative source and any additional costs in obtaining such Services incurred by DHL, will be for the Supplier's account; and/or
- (v) terminate this Contract in accordance with Clause 16 Termination.

13.2 DHL shall be entitled at any time to suspend payment of all or any of the Supplier's invoices if at any time the Supplier fails to supply Goods and/or Services strictly in accordance with the terms of this Contract without prejudice to any other rights DHL may have against the Supplier.

13.3 DHL shall not be liable to the Suppliers or be responsible for any failure to supply the Goods or perform the Services caused by any defect, failure or lack of suitability of the Supplier's Systems. The Supplier will indemnify DHL against all losses, liabilities and wasted costs or expenses suffered by DHL as a consequence of any failure and/or defect of the Supplier's Systems or virus transferred from it to DHL's Systems.

14. Property Rights

All documents, reports, plans, drawings, artwork, plates, software or other such materials provided by DHL and/or generated by the Supplier and/or third parties for the performance of this Contract in whatever format or medium, together with all rights in the nature of intellectual property rights, including (but not limited to) copyright, design rights, trade marks and patent rights (registered or not) shall be and remain the exclusive property of DHL. Upon request from DHL, the Supplier shall forthwith return to or provide to DHL, all such documents, reports, plans, and all other materials whatsoever, and enter into any documents and/or agreements to ensure DHL receives the full benefit of the same.

15. Assignment And Sub-Contracting

15.1 This Contract is personal to the Supplier who shall not without the prior written consent of DHL's Central Procurement Department sub-contract or assign any or all of its rights or obligations under this Contract, provided that the Supplier shall be entitled in the case of an emergency to sub-contract the performance of any part of the Services without the prior consent of DHL's Central Procurement Department. In such an event the Supplier will advise DHL of any such emergency sub-contracting arrangements at the earliest possible opportunity.

15.2 The Supplier may only sub-contract or let any of its obligations under this agreement to suitably skilled sub-contractors subject to prior written approval by DHL (such approval not to be unreasonably withheld). Any consent given by DHL shall not relieve the Supplier of their obligations and duties hereunder and the Supplier shall remain primarily liable for such performance and furthermore shall not impose any duty on DHL to enquire as to the competency of any sub-contractor. The Supplier shall ensure that any sub-contractor is competent and performance of this contract is properly carried out in all respects, in line with First Class Industry Practice.

15.3 Save as aforesaid this Contract and all rights and benefits hereunder are personal to the parties hereto and may not be assigned at law or in equity without the prior written consent of the other party/parties hereto. (Save that DHL shall be free to enter into such assignment to other DHL Business' without the necessity for such formal consent).

16. Termination

16.1. Without prejudice to any other rights or remedies to which it may be entitled, either Party shall be entitled to terminate this Contract in full or part forthwith without incurring any liability whatsoever by giving notice to the other party at any time if:-

- (i) The other party makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being a company) become subject to an administration order or goes into liquidation (otherwise than for purpose of amalgamation or reconstruction); or
- (ii) An encumbrancer takes possession, or a Receiver, Manager, Administrator or Administration Receiver

DHL TERMS AND CONDITIONS OF PURCHASE



- is appointed, of all or any of the undertaking, income, property or assets of the other party; or
- (iii) The other party ceases, or threatens to cease, to carry on business; or
 - (iv) The other party reasonably apprehends that any of the events mentioned above is about to occur.
- 16.2 The conditions contained under 16.1 Termination are not exhaustive and other such similar conditions which may affect either Party, will entitle the other party to terminate this Contract.
- 16.3 Notwithstanding any other rights or remedies to which DHL may be entitled under this Contract or in law, DHL reserves the right to terminate this Contract, in full or part forthwith and without any liability on DHL whatsoever, whether financial or otherwise, if the Supplier:-
- (i) commit a material breach or persistent minor breaches of any of these Terms and Conditions;
 - (ii) commit any other breach of any of these Terms and Conditions, which has not been remedied in a manner acceptable to DHL within 7 days of notification thereof to the Supplier.
 - (iii) if there is a change of control or ownership of the Supplier or its business or part of its business is sold to a third party.

17. Force Majeure

- 17.1 Neither DHL nor the Supplier shall be in breach of this Contract if there is any total or partial failure of performance by it of its duties and obligations under this Contract to the extent occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other cause beyond the control of either Party. If either Party is unable to perform its duties and obligations under this Contract as a direct result of the effect of one or more of such causes such Party shall give written notice to the other of such inability stating the cause in question. The operation of this Contract shall be suspended during the period (and only during the period) in which the cause continues to have effect. Forthwith upon the cause ceasing to have effect the Party relying upon it shall give written notice thereof to the other. If the cause continues to have effect for a period of more than 30 days the Party not claiming relief under this clause shall have the right to termination of this Contract upon giving 30 days written notice of such termination to the other Party.
- 17.2 The provisions of Clause 17.1 shall not apply to strikes or industrial or other employee action directly affecting the Party seeking to rely on the provisions therein.

18. Inducements

The Supplier shall not offer to any employee of DHL or its representatives any gift, consideration, inducement, reward or forbearance in relation to the obtaining or execution of this Order, or any other Order or arrangement between DHL and the Supplier.

19. Confidentiality

- 19.1 Each Party shall during the full term of this Contract and thereafter keep secret and confidential all information and know-how disclosed to it by the other Party or otherwise belonging to the other Party (and shall procure that its agents sub-contractors, temporary individuals and/or employees are similarly bound) and shall not disclose the same to any person save as expressly authorised in writing to be disclosed by the other Party.

- 19.2 Without prejudice to Clause 19.1 above the Supplier hereby undertakes only to disclose confidential information or know-how supplied to the Supplier by DHL to those of the Supplier's employers with a reasonable need to see and use it for the performance of this Contract and that such information will only be used for the purposes of this Contract.

- 19.3 Upon expiry or termination of this Contract each Party shall upon the request of the other deliver up all documents and other material in their possession, custody or control that bear or incorporate any confidential information or know-how relating to the other's business.

- 19.4 The obligation of confidentiality contained in Clause 19.1 shall not apply or (as the case may be) shall cease to apply (or in the case of Clause 19.4 (ii) shall temporarily cease to apply for so long as disclosure is required and only for the purposes of Clause 19.4 (ii)) to information or know-how which:

- (i) at the time of its disclosure by the disclosing Party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Contract by the receiving Party; or
- (ii) is required to be disclosed by applicable laws or regulations (including stock exchange rules) or order of a court of competent jurisdiction or government department or agency, provided that prior to such

disclosure the receiving Party shall advise the disclosing Party of the proposed form of the disclosure.

20. Contractual Validity/Interpretation

- 20.1 This Contract and any Order raised in accordance with its terms constitutes the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, understandings or arrangements between them relating to the subject matter of this Contract. Neither Party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly contained in this Contract and any Order raised in accordance with its terms and no change may be made to it except in writing signed by duly authorised representatives of both Parties.
- 20.2 No variations to the Terms and Conditions, the Specifications, prices, discounts, rebates, payment terms, or any other matters whatsoever relating to the Goods and/or Services as described herein or in DHL's Order will be accepted by DHL during the term of this Contract except variations discussed and agreed in writing by DHL's procurement department.
- 20.3 Any documentation issued or used by the Supplier during the term of this Contract for the supply of Goods and/or Services is to be used for administrative purposes only. All contractual terms and conditions relating to the supply of Services will be governed solely by this Contract.
- 20.4 No failure or delay on the part of either of the Parties to operate any right or remedy under this Contract shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be. The rights and remedies provided in this Contract are cumulative and are not exclusive of any rights or remedies provided by law.
- 20.5 If any provision or term of this Contract shall become or be declared illegal, invalid or unenforceable for any reason whatsoever such term or provision shall be divisible from this Contract and shall be deemed to be deleted from this Contract provided always that if such



deletion substantially affects or alters the commercial basis of this Contract the Parties shall negotiate in good

faith to amend and modify the provisions and terms of this Contract as may be necessary or desirable in the circumstances to give effect so far as possible to those original intentions. The validity of the other Terms and Conditions of this Contract and remainder of the provision in question shall not be affected thereby.

- 20.6 If the Goods are to be delivered and/or the Services are to be performed by instalments, the Contract will be treated as a single Contract and not severable.
- 20.7 The text of any external communication to be sent to any third party concerning the subject matter of this Contract shall require the prior approval of each of the Parties.
- 20.8 Each of the Parties shall be responsible for its respective legal and other costs incurred in relation to the preparation of this Contract.
- 20.9 The headings in this Contract are for information only and are to be ignored in construing the same.
- 20.10 Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 20.11 Recitals, clauses, paragraphs or appendices are to recitals, clauses, paragraphs of and appendices to this Contract. The appendices form part of the operative provisions of this Contract and references to this Contract shall unless the context otherwise requires include references to the recitals and appendices.
- 20.12 For the avoidance of doubt, in the event of a conflict of meaning, effect or interpretation between the terms of this Contract and the terms of any Orders, this Contract shall take precedence.
- 20.13 The expiration or termination of this Contract, howsoever arising, is without prejudice to the rights, duties and liabilities of either Party accrued prior to expiration or termination. The clauses in this Contract which expressly or impliedly have affect after expiration or termination, shall continue to be enforceable notwithstanding expiration or termination.

21. Notices

- 21.1 Any notice required or permitted to be given by either party to the other shall be in writing addressed to that party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 21.2 The addresses for service for DHL and the Supplier are detailed on page 1 of the Agreement.
- 21.3 All such notices shall be deemed to have been served:
- (i) if delivered by hand, at the time of delivery; or
 - (ii) if posted, 48 hours after the properly addressed envelope containing the notice shall have been posted; or
 - (iii) if transmitted by facsimile, upon the senders receipt of a transmission confirmation report, detailing the date, time and positive transmission of all pages.
- 21.4 For the avoidance of doubt a notice shall not be given or deemed to have been given or received if sent by e-mail.

22. Disaster Recovery Plan

The Supplier shall at all times during the term have in place and regularly and thoroughly test disaster recovery arrangements which are sufficient to enable supply of the Goods and full performance of the Services to be resumed within the periods set out in its disaster recovery plan (a copy of which shall be made available to DHL on request) if any of the Services are affected by a Disaster or other similar event.

23. Data Protection

- 23.1 The data protection obligations (in particular the EU General Data Protection Regulation 2016/679 (GDPR) and all other applicable data protection laws) shall be observed. The Contractor processes personal data only if and to the extent necessary to fulfill the purpose of this agreement. In doing so, the Contractor shall also implement appropriate technical and organizational measures which meet the requirements of applicable data protection law, in particular the GDPR and this agreement.
- 23.2 The Contractor shall undertake his employees in writing not to disclose to anyone any and all personal data and other information that becomes known to them as a result or in the course of their work for the Customer and not to process such data without authorization.
- 23.3 As far as personal data will be processed on behalf of the Customer and upon Customer's instructions (controller-to-processor relationship) the parties will conclude a Controller-to-Processor Agreement. In these cases the stipulations of the Controller-to-Processor Agreement shall prevail the stipulations of this agreement.
- 23.4 The Contractor promptly and fully notifies the Customer in writing or via email if any personal data has been disclosed in non-compliance with this clause, any other provision of this contract or applicable data protection law. In such a case the Contractor takes every step to prevent the further disclosure of any personal data. As far as the subject matter of this Agreement is affected and as far as legally permitted, the Contractor shall immediately inform the Customer of any inspections, investigations and / or administrative measures conducted by a (data protection) supervisory authority.
- 23.5 In the event of any contravention, the Customer may terminate the contractual relationship without notice. The Contractor shall also reimburse the Customer for any loss or damage incurred as a result of the violation. This includes compensation paid to the Customer's employees and reimbursement of expenses incurred in commissioning another company.

24. Governing Law

- 24.1 The validity, construction and performance of this Contract shall be governed by English law.
- 24.2 The English Courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this agreement.

Annex A**DPDHL Group Supplier Code of Conduct**

Deutsche Post DHL Group is the world's leading logistics and mail communications company. DPDHL Group operates under two brands: Deutsche Post is Europe's leading postal service provider. DHL is uniquely positioned in the world's growth markets, with a comprehensive range of international express, freight transportation, e-commerce and supply chain management services.

We are fully aware of the responsibility we bear towards our customers, shareholders, employees and the communities in which we work. Thus, we have given ourselves a strict set of ethical standards to guide us in our business dealings.

We expect all of our suppliers, i.e. all companies who do business with any company or division of DPDHL Group, to adhere to the same ethical standards. For this purpose, DPDHL Group has drawn up this Supplier Code of Conduct, which sets the minimum standards for doing business with any Group company or division.

Laws and Ethical Standards

The supplier shall comply with all laws applicable to its business. The supplier should support the principles of the United Nations Global Compact, the UN Universal Declaration of Human Rights as well as the 1998 International Labour Organization Declaration on Fundamental Principles and Rights at Work, in accordance with national laws and practice. This especially applies to:

Human Rights and Fair Labour Practices**Child Labour**

The supplier shall not employ children under the legal age of employment in any country or local jurisdiction. If the minimum age of employment is not defined, it shall be 15 years. Workers under the age of 18 shall only perform work in accordance with legal requirements (e.g. with regards to working time and working conditions) and subject to any requirement regarding education or training.

Forced Labour

The supplier shall not use any form of forced, bonded or involuntary labour. All labour must be voluntary. Workers must be allowed to maintain control over their identification documents (e.g. passports, work permits or any other personal legal documents). The supplier shall ensure that workers do not pay fees or make any payment connected to obtaining employment throughout the hiring process and the employment period. The supplier shall be responsible for payment of all fees and expenses (e.g. licenses and levies) relating to workers, where legally required.

Punishment, mental and/or physical coercion are prohibited. Disciplinary policies and procedures shall be clearly defined and communicated to the workers.

Compensation and Working Hours

The supplier shall comply with all applicable national laws and mandatory industry standards regarding working hours, overtime, wages and benefits. The supplier shall pay workers in a timely manner and clearly convey the basis on which workers are being paid.

Deductions from wages as a disciplinary measure shall not be allowed, if not legally permitted.

Freedom of Association and Collective Bargaining:

The employees of the supplier must be free to join or not to join a union/employee representation of their choice, free from threat or intimidation. The supplier recognizes and respects the right to collectively bargain in accordance with applicable laws.

Diversity

The supplier shall promote an inclusive work environment that values the diversity of its employees. The supplier shall not discriminate or tolerate discrimination with respect to gender, race, religion, age, disability, sexual orientation, national origin or any other characteristic protected under law.

Health & Safety

We expect our suppliers to strive to implement the standards of occupational health and safety at a high level by applying a health and safety management approach appropriate for the business.

The supplier shall comply with applicable occupational health and safety regulations and provide a work environment that is safe and conducive to good health, in order to preserve the health of employees, safeguard third parties and prevent accidents, injuries and work-related illnesses. This includes regular workplace risk assessments and the implementation of adequate hazard control and precautionary measures. Employees are to be adequately educated and trained in health and safety issues.

Data Protection and Disclosure of Information

The supplier shall adhere to relevant data protection and security laws as well as to respective regulations, in particular with regard to personal data of customers, consumers, employees and shareholders. The supplier shall comply with all said requirements when personal data is collected, processed, transmitted or used. Suppliers shall safeguard and make only appropriate use of confidential information. The supplier shall not disclose any information that is not known to the general public.

Bribery and Corruption

The supplier shall comply with all national and international anti-bribery regulations as well as applicable anti-corruption laws, regulations and standards. The supplier shall not (either directly or indirectly) offer or promise to provide anything of value to improperly influence an official act or to secure an improper advantage in order to obtain or retain business.

Trade Regulation

The supplier shall comply with all applicable trade and import regulations including sanctions and embargoes that apply to their activities.

Money Laundering & Financial Records

The supplier shall comply with applicable laws and regulations designed to combat money laundering activities. The supplier shall maintain financial records and reports according to international laws and regulations.

Fair Competition

The supplier shall comply with applicable competition and anti-trust laws.

Conflicts of Interest

A conflict of interest arises when an individual has a private/personal interest which could appear to influence their decisions. Such conflict of interest situations include a relationship by blood or marriage, partnership, business partnership or investment. The supplier shall disclose any actual or potential conflict of interest with DPDHL Group personnel.

Environment

The supplier shall comply with all applicable environmental laws, regulations and standards as well as implement an effective system to identify and eliminate potential hazards to the environment.

We expect our business partners to strive to support DPDHL Group's climate protection goals through the products and services they deliver (e.g. by providing relevant data on climate protection). In this regard, we also expect our suppliers to take climate protection appropriately into account in their own operations, for example by setting climate protection goals for themselves and achieving them.

Business Continuity Planning

The supplier shall be prepared for any disruptions of its business (e.g. natural disasters, terrorism, software viruses, illness, pandemics, infectious diseases). This preparedness especially includes disaster plans to protect both employees as well as the environment as far as possible from the effects of possible disasters that arise within the domain of operations.

Business Partner Dialogue

The supplier shall encourage its own suppliers to adhere to this Supplier Code of Conduct as part of fulfilling their contractual obligations.

Compliance with the Supplier Code of Conduct

DPDHL Group reserves the right, upon reasonable notice, to check compliance with the requirements of the Supplier Code of Conduct. DPDHL Group encourages its suppliers to implement their own binding guidelines for ethical behavior.

Any breach of the obligations stipulated in this Supplier Code of Conduct is considered a material breach of contract by the supplier.