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Esendex Standard Purchase Order Terms and Conditions

These purchase order terms and conditions (the "**Conditions**") apply to the purchase of goods and/or Services by Esendex from the Supplier and are incorporated by reference into each Order.

1. DEFINITIONS AND INTERPRETATION

1.1. In these Conditions, the following definitions apply:

"**Affiliate**" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with, another entity;

"**Applicable Law**" means all laws, legislation, statutory instruments, regulations and binding governmental guidance that apply, whether local or national;

"**Bribery Laws**" means the Bribery Act 2010 and all Applicable Laws relating to bribery or anti-corruption, and associated guidance;

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England when banks are open for business;

"**Esendex**" means the Esendex group company identified as the buyer in the Order;

"**Confidential Information**" means any commercial, financial or technical information, information relating to the Services, plans, know-how or trade secrets that is obviously confidential or is identified as confidential, or that a party develops in performing the Contract;

"**Contract**" means the agreement between Esendex and the Supplier for the purchase of the goods and/or Services, made up of the Order, these Conditions and, where they apply, the Country Variations Schedule and the Supplier DPA, together with any schedules, attachments and statements of work;

"**Control**" has the meaning in section 1124 of the Corporation Tax Act 2010, and Controls, Controlled and under common Control are read accordingly;

"**Country Variations Schedule**" means the Esendex Purchase Order Country Variations Schedule published with these Conditions, in the version published on the Order date;

"**Intellectual Property Rights**" means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in software, rights in goodwill, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights, whether registered or not;

"**Order**" means Esendex's purchase order issued to the Supplier (in the form of Esendex's standard purchase order, bearing a purchase order number and order date) which incorporates these Conditions by reference;

"**Personal Data**" has the meaning in the Supplier DPA;

"**Price**" means the price for the goods and/or Services, as set out in the Order;

"**Services**" means the services set out in the Order, to be performed by the Supplier for Esendex under the Contract;

"**Specification**" means the description of the goods and/or Services set out in the Contract;

"**Supplier**" means the party providing the goods and/or Services to Esendex, as named in the Order;

"**Supplier DPA**" means the data processing agreement entered into between Esendex and the Supplier under clause 10.1;

"**Supplier Personnel**" means all employees, officers, staff, workers, agents and consultants of the Supplier and its subcontractors engaged in performing the Services; and

"**VAT**" means value added tax, goods and services tax, sales tax or any similar tax in any jurisdiction.

1.2. In these Conditions, unless the context requires otherwise:

(a) headings are for convenience only and do not affect interpretation;

(b) a reference to a party includes its personal representatives, successors and permitted assigns;

(c) words in the singular include the plural and vice versa;

(d) "including" and similar words are illustrative and do not limit the words before them; and

(e) a reference to "writing" includes any legible, non-transitory reproduction of words.

2. APPLICATION OF THESE CONDITIONS

2.1. These Conditions apply to and form part of the Contract and supersede any earlier terms. No terms endorsed on, delivered with or contained in the Supplier's quotation, acknowledgement, confirmation of order or similar document form part of the Contract unless Esendex agrees in writing.

2.2. No variation of these Conditions, an Order or the Contract is binding unless agreed in writing and signed by an authorised signatory of each party.

2.3. Each Order is an offer by Esendex to purchase the goods and/or Services on the terms of the Contract. Esendex may withdraw or amend an Order at any time before the Supplier accepts it.

2.4. The Order and these Conditions are deemed accepted by the Supplier on the earlier of: (a) commencement of the Services or delivery of the goods; and (b) the Supplier's acceptance of the Order.

2.5. If there is any conflict between the documents forming the Contract, the following order of precedence applies, highest first: the Country Variations Schedule; these Conditions; the Order; any statement of work; any Specification; and any other incorporated documents. The Supplier DPA prevails over all other Contract documents in relation to the processing of Personal Data and otherwise ranks after the documents listed above.

2.6. Each Order identifies the web address at which these Conditions and the Country Variations Schedule are published. The version that applies to an Order is the version published at that address on the Order date. Copies are available from Esendex on request. By accepting an Order, the Supplier confirms it has had the opportunity to read and store them.

3. PRICE AND PAYMENT

3.1. The Price is as set out in the Order. The Price is fixed once an Order is placed and may not be increased or otherwise varied without Esendex's prior written consent. The Price includes all packaging, delivery, insurance, duties, charges and other costs necessary to perform the Order, excluding only VAT properly chargeable under clause 3.3.

3.2. The Supplier shall invoice monthly in arrears only for goods and/or services ordered under the Order. Each invoice must be accurate, identify the relevant Order number and contain

sufficient supporting information to verify the amounts invoiced. Esendex shall pay each valid, undisputed invoice within 30 days of receipt or, where applicable, receipt of the goods and/or services conforming to the Contract, whichever is later. Esendex may withhold disputed amounts without waiving any rights or remedies and shall pay undisputed amounts when due.

3.3. VAT is payable by Esendex at the applicable rate on a valid invoice issued in the form required by Applicable Law, including any mandatory electronic invoicing format.

3.4. The Supplier may charge interest on undisputed sums overdue at 3% a year above the Bank of England base rate, accruing daily, or, if higher, the interest and recovery costs that apply by law.

3.5. Esendex may set off against any amount payable to the Supplier under the Contract any undisputed or finally determined amount owed by the Supplier to the Esendex entity named in the Order under the Contract or any other agreement between them.

4. CANCELLATION

Esendex may cancel an Order, in whole or in part, for Services not yet performed. If the Supplier fails to perform the Services or deliver any goods ordered by the date required in the Order, Esendex may, without affecting its other rights, cancel all or part of the Order, refuse subsequent performance or delivery, require repayment of sums paid for cancelled Services or goods, and obtain replacement services or goods from another supplier and recover from the Supplier any additional costs and losses arising from the delay.

5. PERFORMANCE AND WARRANTIES

5.1. The Supplier shall perform the Services and deliver any goods ordered to the delivery location and by the date required in the Order. Time is of the essence.

5.2. The Supplier warrants that it shall:

(a) have all consents, licences and authorisations needed to perform the Services;

(b) perform the Services with reasonable care and skill and in line with good industry practice;

(c) ensure Supplier Personnel are suitably qualified, competent and appropriately vetted for their roles; and

(d) comply with all health, safety and security requirements at Esendex's premises.

5.3. The Supplier warrants that, for six months from completion of the Services (the "**Warranty Period**"), the Services shall conform to the Specification, be free from material defects, comply with Applicable Law, and be fit for any purpose made known to the Supplier. The Supplier further warrants that any goods supplied under the Contract shall be new on delivery and, for 12 months from delivery, shall be of satisfactory quality, free from defects in design, materials and workmanship, conform to the requirements of the Order, comply with Applicable Law and be fit for any purpose made known to the Supplier. For such goods, the Warranty Period is 12 months from delivery.

5.4. If the Supplier breaches clause 5.2 or 5.3, Esendex may (without affecting its other rights) require the Supplier to re-perform, remedy, repair, replace, reduce the Price or refund, at Esendex's option and at the Supplier's expense, provided Esendex notifies the Supplier within the applicable Warranty Period. Esendex may also recover all reasonable costs incurred in connection with the breach and its remedy. These remedies are cumulative and are in addition to those implied by Applicable Law.

5.5. The Supplier shall meet the service levels in any service level agreement agreed in writing by the parties.

5.6. Esendex may require the Supplier to remove or replace any Supplier Personnel whose conduct, competence or security risk materially affects performance of the Services. The Supplier shall comply at its own cost and ensure continuity of the Services.

5.7. The Supplier shall ensure that any goods ordered are properly packaged and labelled to prevent damage during transport and storage and comply with Applicable Law and the Order. Each delivery shall be accompanied by a delivery note stating the Order number, description and quantity of goods and any handling or storage instructions, together with all documentation required by the Order or Applicable Law.

5.8. The Supplier shall not make partial or early deliveries, or deliver goods not authorised by the Order, without Esendex's prior written consent. Esendex may reject any such delivery and return the goods at the Supplier's risk and expense. Esendex is not obliged to pay for unauthorised goods or any additional costs arising from such deliveries.

5.9. Title to any goods ordered shall pass to Esendex, free from all liens and encumbrances, on the earlier of payment or delivery. Risk shall remain with the Supplier until delivery and unloading at the location specified in the Order and acceptance by Esendex. Any rejected goods shall remain at the Supplier's risk pending collection or return.

5.10. Esendex may inspect and test the Services and any goods ordered before or after delivery, and the Supplier shall provide reasonable access and assistance for that purpose. Inspection, testing, payment or acknowledgement of delivery does not constitute acceptance or waive any rights. Esendex shall have a reasonable opportunity to inspect and test before acceptance and may reject non-conforming goods and require, at its option and at the Supplier's expense, repair, replacement or a refund. No approval, inspection or acceptance by Esendex relieves the Supplier of responsibility for compliance with the Contract or prejudices Esendex's rights or remedies, including for latent defects.

5.11. Esendex may request reasonable changes to the Specification, the goods or Services, or their delivery or performance. The Supplier shall promptly provide details of any resulting adjustments to the Price or delivery or performance dates. The Supplier shall implement reasonable changes requested by Esendex, provided that the changes and any adjustments to the Price or dates are agreed in writing in accordance with clause 2.2 before implementation. Pending such agreement, the Supplier shall continue to perform the Contract as agreed.

5.12. The Supplier shall not substitute any goods, materials, Supplier Personnel, processes or service locations specified or agreed for the Contract without Esendex's prior written consent.

6. COMPLIANCE

6.1. Each party shall comply with Bribery Laws and maintain proportionate procedures designed to prevent bribery and corruption by persons acting for it or on its behalf.

6.2. The Supplier shall comply with all Applicable Laws including those relating to:

(a) modern slavery, forced labour, child labour and human trafficking, shall not use forced, compulsory, child or trafficked labour, and shall maintain proportionate, risk-based due-diligence procedures across its business and supply chain;

(b) tax evasion, shall not engage in or facilitate tax evasion, and shall maintain proportionate procedures designed to prevent persons acting for it or on its behalf from facilitating tax evasion; and

(c) fraud, shall not commit or facilitate fraud , and shall maintain proportionate procedures designed to prevent fraud by persons acting for it or on its behalf.

6.3. The Supplier shall notify Esendex promptly if it breaches, or suspects it may breach, this clause 6. Any breach of this clause 6 is a material breach that is not remediable and entitles Esendex to terminate the Contract immediately.

7. INDEMNITY AND INSURANCE

7.1. To the extent permitted by Applicable Law, the Supplier shall indemnify Esendex against all losses, damages, liabilities, costs (including reasonable legal fees) and expenses to the extent arising from:

(a) any claim that the goods, Services or deliverables, or Esendex's use of them, infringe a third party's Intellectual Property Rights;

(b) death, personal injury or loss of or damage to property caused by the Supplier or Supplier Personnel in connection with the Contract; and

(c) any unlawful or negligent act or omission of the Supplier or Supplier Personnel in connection with the Contract.

7.2. The Supplier shall maintain, with reputable insurers, insurance appropriate to its obligations and risks under the Contract, and shall provide evidence of cover on request.

8. LIMITATION OF LIABILITY

8.1. Nothing in the Contract limits either party's liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation;

(c) gross negligence or wilful misconduct; or

(d) any liability that cannot be limited by Applicable Law.

8.2. Subject to clause 8.1, neither party is liable for consequential, indirect or special losses, or for loss of profit. These exclusions do not limit the Supplier's liability for Esendex's direct costs of cover, rectification, recall, replacement, investigation or regulatory response, or for third-party claims covered by the Supplier's indemnities under clause 7.

8.3. Subject to clause 8.1, each party's total aggregate liability arising under or in connection with the Contract shall not exceed the total charges paid or payable by Esendex under the Contract in the 12 months immediately before the date of the event giving rise to the liability (or, if the Contract has run for less than 12 months, the total charges paid or payable over its duration). This cap does not apply to the Supplier's indemnities under clause 7 or its obligations under the Supplier DPA.

9. INTELLECTUAL PROPERTY, CONFIDENTIALITY AND USE OF AI

9.1. The Supplier grants Esendex a non-exclusive, perpetual, worldwide, irrevocable, royalty-free, transferable and sublicensable licence to use, modify, reproduce and distribute the Services and the deliverables, including any Supplier Intellectual Property Rights incorporated in or necessary to use them, and shall procure equivalent rights for any third-party Intellectual Property Rights incorporated in or necessary to use them. Subject to that licence, each party retains ownership of its Intellectual Property Rights existing before the Contract or developed independently of the Contract. For any bespoke deliverables created specifically for Esendex under the Contract, the Supplier assigns to Esendex with full title guarantee, by way of present assignment of present and future rights, all Intellectual Property Rights in those

bespoke deliverables, worldwide, for their full term and for all forms of exploitation, or, where assignment is not permitted by Applicable Law, grants Esendex an exclusive, perpetual, irrevocable, worldwide, royalty-free, transferable and sublicensable licence of those rights. The Supplier shall obtain written assignments from Supplier Personnel and subcontractors needed to give effect to this clause and shall sign any documents reasonably needed to do so. The Supplier shall procure irrevocable waivers of all moral rights in the deliverables in favour of Esendex and its successors, assigns and licensees or, where waiver is not legally permitted, irrevocable undertakings not to assert them and consents to their use, modification, reproduction and distribution, to the extent permitted by Applicable Law.

9.2. The Supplier shall not knowingly supply any materials that infringe a third party's Intellectual Property Rights. The Supplier shall, at its own expense, defend and resolve any claim that the goods, Services or deliverables, or Esendex's use of them, infringe a third party's Intellectual Property Rights. The Supplier shall not settle any such claim in a manner that imposes any obligation or restriction on Esendex without Esendex's prior written consent. The Supplier shall promptly procure the rights necessary for Esendex to continue using the affected goods, Services or deliverables or, with Esendex's prior written approval, replace or modify them so that they are non-infringing without reducing their functionality or performance.

9.3. Each party shall keep the other's Confidential Information confidential and use it only to perform the Contract.

9.4. The Supplier shall not input Esendex's Confidential Information or any Personal Data into any generative artificial intelligence tool or similar technology without Esendex's prior written consent. Where Esendex consents, the Supplier shall ensure the data is not used to train the underlying model, is not exposed to third parties beyond what is strictly necessary, and is protected by appropriate technical and organisational measures.

9.5. The Supplier shall restrict access to Esendex's Confidential Information to Supplier Personnel and subcontractors who need to know it to perform the Contract and are bound by confidentiality obligations no less protective than those in the Contract. The Supplier remains responsible for their compliance and shall apply appropriate technical and organisational security measures to protect Esendex's Confidential Information against unauthorised access, use or disclosure and accidental loss or destruction. On Esendex's request or termination or expiry of the Contract, the Supplier shall promptly return or securely destroy Esendex's Confidential Information, including copies, as Esendex directs, except to the extent retention is required by Applicable Law. Any information lawfully retained shall remain subject to the confidentiality and security obligations in the Contract for as long as it is retained and shall not be used for any other purpose.

9.6. If the Supplier is required by Applicable Law or a court or regulatory authority to disclose Esendex's Confidential Information, it shall, to the extent legally permitted, give Esendex prompt written notice before disclosure and reasonable assistance to seek protective measures. The Supplier shall disclose only the minimum information legally required and shall use reasonable efforts to secure confidential treatment of the information disclosed.

9.7. Without Esendex's prior written consent, the Supplier shall not make any publicity or marketing announcement concerning the Contract, disclose the parties' relationship, or use the name, trademarks or logos of Esendex or any of their Affiliates, including in customer lists, case studies or promotional materials.

10. DATA PROTECTION

Where the Supplier shall process Personal Data on behalf of Esendex in connection with the Contract, the parties shall, before any such processing begins, enter into the Supplier DPA, which

then forms part of the Contract. The Supplier shall not process Personal Data on behalf of Esendex until the Supplier DPA has been signed.

11. FORCE MAJEURE

Neither party is liable for delay or failure to perform only to the extent that performance is directly prevented by an event beyond its reasonable control, provided it notifies the other and uses reasonable efforts to minimise the effect. If the event continues for more than 30 days, either party may terminate the Contract on notice. Esendex may also terminate the Contract on notice if the event causes material delay in the Supplier's performance. An inability to pay is not a force majeure event.

12. TERMINATION

12.1. Esendex may terminate the Contract immediately by notice if:

(a) the Supplier commits a material breach that is not remediable, or is not remedied within 14 days of notice, or repeatedly breaches the Contract;

(b) the Supplier undergoes an insolvency event, ceases or threatens to cease carrying on all or a substantial part of its business; or

(c) a consent or licence the Supplier needs is revoked, or the Supplier fails to deliver or perform the Services by the date required in the Order.

12.2. Esendex may terminate the Contract or any Order, in whole or in part, for convenience on 30 days' written notice or any longer notice period required by Applicable Law. Esendex's liability arising from such termination is limited to payment for Services properly performed in accordance with the Contract up to the effective date of termination. No cancellation charge, loss of profit on unperformed Services or other termination compensation is payable.

12.3. Esendex may by written notice require the Supplier to suspend all or part of the Services immediately where the Supplier breaches the Contract or Esendex reasonably considers suspension necessary to protect its systems, data or operations or to comply with Applicable Law. The Supplier shall comply promptly, safeguard work in progress and resume performance only on Esendex's written instruction. Esendex shall not be liable for suspension charges or for Services not performed during suspension. Suspension does not affect Esendex's termination rights.

12.4. On expiry, termination or cancellation of the Contract or an Order, in whole or in part, the Supplier shall promptly cease the affected work except as Esendex directs for transition purposes; deliver to Esendex all completed and work-in-progress deliverables and related materials; return all Esendex property and Confidential Information, including copies, or securely delete such information if Esendex so directs, subject to any retention required by Applicable Law and the Supplier DPA; and refund any prepaid charges for Services not performed.

12.5. On expiry, termination or cancellation, the Supplier shall provide all reasonable transition assistance requested by Esendex to transfer the affected Services to Esendex or its replacement supplier, including providing relevant documentation, information and knowledge transfer, and shall cooperate to avoid disruption. Such assistance shall be provided at no additional charge. This obligation survives expiry, termination or cancellation.

12.6. Termination does not affect accrued rights. Clauses intended to survive (including clauses 7, 8, 9, 10 and the Supplier DPA) continue after termination.

13. GENERAL

13.1. Entire agreement: the Contract is the entire agreement between the parties and supersedes all previous arrangements on its subject matter.

13.2. Assignment: neither party may assign or subcontract the Contract without the other's prior written consent, not to be unreasonably withheld, except that Esendex may assign to an Affiliate or in connection with a reorganisation or sale of its business. The Supplier shall not transfer, novate, charge, declare a trust over or otherwise dispose of any of its rights or obligations under the Contract without Esendex's prior written consent. The Supplier must obtain Esendex's prior written consent before subcontracting any material obligation or appointing any subprocessor, subject always to the Supplier DPA. The Supplier shall ensure that each subcontractor and subprocessor is bound by written obligations at least as protective of Esendex as the applicable terms of the Order and these Conditions and, where applicable, the Supplier DPA. The Supplier remains fully responsible for the acts and omissions of its subcontractors, subprocessors, Supplier Personnel and agents as if they were its own, notwithstanding any consent or approval.

13.3. No partnership: the parties are independent contractors. Nothing in the Contract creates a partnership, agency, employment or joint venture relationship between the parties, and neither party has authority to bind the other.

13.4. Severance: if any provision is unenforceable, it shall be modified to the minimum extent necessary to make it enforceable or, if that is not possible, deleted only to the minimum extent necessary, and the rest of the Contract is unaffected.

13.5. Waiver: a failure to enforce a right is not a waiver of it.

13.6. Third party rights: a person who is not a party has no rights to enforce any term of the Contract, except that Esendex's Affiliates may enforce the Contract.

13.7. Notices: notices must be in writing and sent to the recipient's notice address or email contact specified in the Order or otherwise specified in writing for contractual notices, and are deemed received when delivered by hand, on the second Business Day after posting by recorded delivery, or on receipt of a successful email delivery. All notices sent to Esendex shall be copied to legal@esendex.com.

13.8. Governing law: the Contract and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) are governed by English law. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Nothing in the Contract excludes or limits any right or remedy that cannot be excluded or limited under the law that applies to the Esendex entity named in the Order or the Supplier.

13.9. Jurisdiction: the English courts have exclusive jurisdiction to settle any such dispute or claim. Nothing in the Contract prevents either party from seeking urgent interim or protective relief, or Esendex from enforcing any judgment, in any court of competent jurisdiction.

13.10. Dispute escalation: before commencing formal proceedings, a party shall notify the other in writing of the dispute, and the parties shall refer it to their senior representatives, who shall seek in good faith to resolve it within 20 Business Days of that notice. If the dispute remains unresolved after that period, either party may commence proceedings. This procedure does not prevent either party from seeking urgent interim or protective relief or either party from commencing proceedings where necessary to preserve a limitation period.

13.11. Language: where these Conditions or any other document forming part of or relating to the Contract are issued in more than one language, the English-language version prevails in the event of any inconsistency.

13.12. Country variations: if the Esendex entity named in the Order is established in a country listed in the Country Variations Schedule, the provisions of that Schedule for that country apply to the Contract.