

DPDHL Purchase Order Terms and Conditions

1 Definitions

In these Terms and Conditions:

- 1.1 **'Code of Conduct'** shall mean the Supplier Code of Conduct of Deutsche Post DHL applicable at the date of the Purchase Order which is available at <https://www.dpdhl.com/en/about-us/code-of-conduct/supplier-code-of-conduct.html>.
- 1.2 **'Contract'** means the agreement between DPDHL and the Supplier for the supply of Goods and/or Services and which shall consist of the relevant Purchase Order, these Terms and Conditions, any relevant tender documentation associated with the Purchase Order that has been accepted by DPDHL (where applicable), and any Framework Contract.
- 1.3 **'Data Protection Legislation'** means all applicable legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of personal data (including the privacy of electronic communications).
- 1.4 **'DPDHL'** means the DPDHL entity specified in the Purchase Order, contracting on its own behalf and on behalf of certain DPDHL Entities (as defined below).
- 1.5 **'DPDHL Entities'** means DPDHL and (for so long as they remain so qualified) any other company that is a member of the Deutsche Post DHL Group.
- 1.6 **'Deutsche Post DHL Group'** means Deutsche Post AG, a German Stock Corporation with its registered offices in Bonn, Germany, and its affiliated and associated companies.
- 1.7 **'First Class Industry Practice'** means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably be expected from a market leader in the relevant industry (in relation to the Supplier, Goods and/or Services).
- 1.8 **'Force Majeure Event'** means any event beyond a Party's reasonable control including, but not limited to, any act of God, fire, flood, explosion, earthquake, war or other military action, power blackout, civil disorder, terrorist attack or insurrection, but excluding any consequence of such event that could have been avoided by the Supplier implementing a reasonable business continuity plan, and excluding any failure by a third party to perform its obligations to the Supplier.
- 1.9 **'Framework Contract'** means, where applicable, a separate written contract that comprises terms and conditions that have been agreed and signed by DPDHL and the Supplier and the scope of which covers the Goods and/or Services or which is referenced by DPDHL in the Purchase Order.
- 1.10 **'Goods'** means the goods (if any) required or ordered by DPDHL from the Supplier specified in the Contract.
- 1.11 **'Party'** means either of DPDHL or the Supplier, as the context indicates and **'Parties'** shall mean DPDHL and Supplier together.
- 1.12 **'Personnel'** means the Supplier's staff, consultants, employees, agents, other personnel or third parties (whether temporary or permanent) engaged in any manner in the Goods and/or Services being supplied by the Supplier.
- 1.13 **'Purchase Order(s)'** means DPDHL's purchase order placed with the Supplier specifying the Goods and/or Services required, as may be officially numbered, utilizing DPDHL's purchase order system.
- 1.14 **'Purchase Order Number'** means DPDHL's purchase order number stated on the Purchase Order.
- 1.15 **'Services'** means the services (if any) required or ordered by DPDHL from the Supplier specified in the Contract.
- 1.16 **'Specification(s)'** means the description, instructions, documents, plans, drawings, artwork, technical data, operational requirements or any other such requirements relating to the Goods and/or Services agreed between the Parties and stipulated in the Contract.
- 1.17 **'Systems'** means a Party's information technology and communication system, including networks, hardware, software and interfaced owned or used by that Party or its agents or contractors.
- 1.18 **'Supplier'** means the contracting counterparty of DPDHL as set out in the Purchase Order.
- 1.19 **'Terms and Conditions'** means the terms and conditions detailed in this document.

2 Agreement to Purchase

- 2.1 Where a Framework Contract applies, then the terms of the Framework Contract shall prevail in regard to the Goods and/or Services over these Terms and Conditions.
- 2.2 The raising of a Purchase Order constitutes an acceptance by DPDHL to purchase the Goods and/or the Services at the price stated in the Purchase Order, subject to the Contract.
- 2.3 Subject to clause 2.1, these Terms and Conditions shall apply to the Contract to the exclusion of any other terms and conditions that the Supplier purports to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.4 No addition to or variation or exclusion or attempted exclusion of any of the terms of the Contract including the Terms and Conditions shall be binding unless specifically agreed in writing by a duly authorized representative of DPDHL.
- 2.5 Neither Party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly contained in the Contract and no change may be made to it except in writing signed by duly authorized representatives of both Parties.
- 2.6 The Contract does not confer exclusivity of any kind to the Supplier.

3 Price(s)

- 3.1 The prices shall be as agreed by the Supplier and DPDHL and expressly set out in the Purchase Order or otherwise agreed in writing between the Parties and shall be fixed and all-inclusive prices. The stated prices shall cover all costs incurred until the Contract is fulfilled (e.g. packaging, transport, insurance, customs clearance, installation, all duties and taxes, travel and accommodation costs and office/administrative costs) and any and all charges in relation to the Goods and/or Services. Prices will be exclusive of VAT unless otherwise stated in the Contract. No additional amounts shall be payable by DPDHL unless specifically agreed in writing by a duly authorized representative of DPDHL.
- 3.2 The price shall remain firm for the period of the Contract. The Supplier is not permitted to apply any escalation or increase in price or any other charges without the prior written consent of DPDHL.
- 3.3 DPDHL shall be entitled to any discount for prompt payment, bulk purchase, volume of purchase or otherwise usually granted by the Supplier in such circumstances, unless otherwise agreed in writing by the Supplier and DPDHL.

4 Specification

- 4.1 The Supplier warrants and undertakes that the Goods and/or Services shall conform as to quality, quantity and description with the Specifications, and any provisions contained in the Contract, shall be fit for all purposes specified by DPDHL, be free from defects in material and/or defects in workmanship; and shall correspond in all respects with any samples or patterns provided by the Supplier and approved by DPDHL or provided by DPDHL to the Supplier. Variations to the Specifications are not permitted without the prior written approval of DPDHL.
- 4.2 Without prejudice to the above, the Supplier agrees to provide the Goods and/or Services at least in accordance with First Class Industry Practice, in a professional manner, promptly and with all due care and diligence using appropriately vetted, qualified and trained personnel.
- 4.3 The Supplier warrants and undertakes that at all times the Goods and/or Services shall conform with, and in any event the Supplier shall comply with all applicable laws, administrative standards, orders and regulations, including without limitation those related to safety, environment, hygiene and hazardous materials, manufacture, labelling, packaging, storage, handling and delivery of the Goods or to the provision of the Services, including those of country of supply and provision (or as otherwise advised to the Supplier by DPDHL).
- 4.4 The Supplier warrants and undertakes that it has and shall maintain all necessary licenses and certificates to provide the Goods and/or Services and that it shall produce copies of such licenses and certificates upon the request of DPDHL.

5 Inspection and Testing

- 5.1 The Supplier shall permit DPDHL to inspect and test the Goods at any time during manufacture, processing or storage and to inspect the performance of Services, whether at the premises of the Supplier or any third party, prior to dispatch and in any event upon request. The Supplier shall provide or procure all such facilities and accommodation as may reasonably be required by DPDHL for such inspection and testing. The Supplier shall at the request of DPDHL supply a certified copy of the appropriate test sheets.

- 5.2 If, as a result of such inspection and/or testing, DPDHL is of the opinion that the Goods and/or Services do not comply with the Contract or are unlikely on completion of manufacture or processing to comply, DPDHL will inform the Supplier accordingly. The Supplier shall immediately take such steps as may be necessary to ensure full compliance with the Contract within timescales acceptable to DPDHL, and at no additional cost to DPDHL. DPDHL reserves the right to enforce any of the remedies available to it under the Contract or at law and the provisions of this Clause shall in no circumstance amount to any waiver thereof.
- 5.3 The Supplier shall, upon request from DPDHL, provide evidence and/or information in relation to the Goods as may be requested by DPDHL (including current location of the Goods, manufacturing conditions, place of origin and/or the contents of the Goods and/or the parts thereof and/or of the raw materials utilized in their manufacture).
- 5.4 Such inspection or testing or right to do so on the part of DPDHL shall not constitute acceptance or approval by DPDHL of the Goods and/or Services.

6 Delivery and Packaging

- 6.1 The Goods shall be delivered to and the Services shall be performed at DPDHL's delivery address detailed in the Purchase Order, by any pre-agreed date(s), which will be during DPDHL's usual business hours. All duty, taxes and delivery charges will be paid by the Supplier.
- 6.2 In the event that no specific delivery/performance date(s) is agreed then the Supplier shall give DPDHL reasonable notice in writing of the proposed date(s) for DPDHL's approval.
- 6.3 DPDHL is entitled to postpone the delivery/performance date at no extra cost to DPDHL. Any extension of time for delivery and/or performance requested by the Supplier must be expressly agreed in advance in writing on each and every occasion between DPDHL and the Supplier. In case of postponed delivery of Goods, the Supplier shall in such case store the Goods in proper, recognizable packaging at a separate, secure location and take out relevant insurance to cover the Goods. Any such extension of time shall relate only to the specific extension in question and shall not be deemed to be a waiver of DPDHL's rights under the Contract regarding delivery and/or performance on the revised delivery and/or performance date(s) as agreed.
- 6.4 Time of delivery of the Goods and/or performance of the Services shall be of the essence of the Contract, including in the event of any extension of time under clause 6.3.
- 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. In the event that Services do not comply, Supplier shall bear the cost of proper re-performance.
- 6.6 The Purchase Order Number (and where appropriate the Contract number) and correct delivery/provision of Services address must be quoted on all documentation, including correspondence. A delivery note must accompany all Goods dispatched to the correct delivery address which sets out the date of the Purchase Order, the Purchase Order Number, the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered. The Supplier shall also provide to DPDHL all relevant information including packaging, use, use-by date and any other required or necessary information or instructions 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. Goods not accompanied by a delivery note containing the required information may be refused without any penalty whatsoever to DPDHL.
- 6.7 The Supplier shall provide to DPDHL in good time any instruction or information required to enable DPDHL to take delivery of the Goods and/or for the performance of the Services. Failure to provide such instructions or information will entitle DPDHL to reject any such Goods and/or for the performance of the Services without any penalty whatsoever to DPDHL.
- 6.8 If any Goods and/or Services are not supplied in accordance with the Contract, then DPDHL shall be entitled to reject any such Goods and/or Services pursuant to the Contract. In such circumstances, without any further cost to DPDHL, DPDHL shall be entitled to pursue any one or more of the below (at DPDHL's discretion):
- 6.8.1 require the Supplier to repair the relevant Goods or to supply replacement Goods or re-perform Services in order to ensure full compliance with the Contract; or
 - 6.8.2 immediately upon notice terminate the Purchase Order and/or the Contract and require the refund of any monies that DPDHL has paid to the Supplier under the Purchase Order and any loss and additional costs incurred; or
 - 6.8.3 exercise its other rights and remedies pursuant to Clause 13.
- 6.9 The Supplier must adequately pack the Goods to ensure safe transport and receipt at DPDHL's delivery location.

- 6.10 DPDHL is not obliged to return to the Supplier any packaging materials, whether or not any Goods are accepted by DPDHL, however DPDHL at its option may require the Supplier to retrieve packaging materials at Supplier's cost. The cost of packaging materials including pallets will not be chargeable to DPDHL unless expressly agreed in advance by DPDHL.
- 6.11 The Supplier will advise DPDHL of all relevant information to allow both Parties to discharge their responsibilities under any applicable law relating to waste packaging recycling and recovery and, if requested, shall co-operate and liaise with DPDHL so as to reduce the need for excessive, unnecessary or wasteful packaging.

7 Title and Risk (Goods)

- 7.1 Title in the Goods will pass to DPDHL upon delivery to and acceptance by DPDHL in accordance with these Terms and Conditions unless advance or progress payments are made for the Goods prior to delivery in which case title shall pass to DPDHL 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 DPDHL. 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 DPDHL 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 DPDHL or which DPDHL has or may have under the Contract or applicable law.
- 7.2 In the event of payment of some or all amounts due to the Supplier and the Goods (or some of them), being subject to any charge, lien, liability or any other similar encumbrance, the Supplier acknowledges that all sums so paid shall be immediately repayable to DPDHL by the Supplier.
- 7.3 Risk of damage to or loss of the Goods supplied shall only pass to DPDHL upon completed delivery and acceptance in accordance with the Contract, and until such time as delivery has been affected the Goods will remain at the Supplier's risk.
- 7.4 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 has been made and title has passed to DPDHL, the Supplier shall compensate DPDHL in full for any such loss and direct or indirect damage which may occur.

8 Rejection

- 8.1 Without prejudice to its rights under clause 1.3, DPDHL may reject the Goods and/or Services at any time if the Supplier fails to comply with its obligations under the Contract and may also reject any Goods delivered and found to be inferior in quality, defective, not in accordance with the Specification, or otherwise unsuitable for the purpose described. Such right of rejection shall extend to the whole or any portion of a consignment of Goods, and to the whole or part of scope of Services. For the avoidance of doubt, if any portion of such consignment/part of Services scope shall be so unsuitable, then DPDHL may reject the whole of any such consignment/Services. Furthermore, nothing shall oblige DPDHL to accept or keep safe or pay for Goods and/or Services in excess of Goods and/or Services to be supplied under the Contract.
- 8.2 If the Goods are rejected by DPDHL for any reason, title and risk in the Goods rejected shall revert to the Supplier.
- 8.3 The respective recipient of the Goods and/or Services shall be granted reasonable periods of time to examine and to accept or reject the Goods and/or Services. DPDHL shall not be deemed to have accepted the Goods until DPDHL has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent. Acceptance periods shall automatically be prolonged for such periods of time within which the respective recipient of the Goods and/or Services has not received all relevant material or documentation relating to the Goods and/or Services or within which defects or faults of the Goods and/or Services are being remedied or attempted to be remedied.
- 8.4 All Goods rejected by DPDHL in accordance with this clause will be collected promptly by the Supplier at the Supplier's expense and risk in accordance with DPDHL's reasonable instructions.

9 Invoicing and Payment Terms

- 9.1 The Supplier shall only be entitled to invoice DPDHL after compliant delivery of the Goods and/or performance of the Services, as appropriate, unless otherwise agreed in writing by DPDHL.

- 9.2 The Supplier shall submit all invoices to DPDHL strictly in accordance with the following:
- 9.2.1 All invoices must be submitted bearing the correct information as follows:
- (i) Supplier's full legal company name, registration number, address, telephone number, facsimile number and email address (remittance advice will be sent to this e-mail address);
 - (ii) delivery/provision of full DPDHL service address including company trading name, company registration number, and postcode (cost center and function for DPDHL);
 - (iii) invoice number;
 - (iv) invoice date;
 - (v) account number – DPDHL's account number with the Supplier;
 - (vi) name of person at DPDHL's location ordering the Goods/Services;
 - (vii) purchase method (Purchase Order Number, service request, visa card, fleet reference, works order etc.);
 - (viii) description of Goods/Services provided;
 - (ix) net value;
 - (x) VAT value;
 - (xi) total value;
 - (xii) VAT number;
 - (xiii) to the extent not previously provided, bank details (in IBAN/Swift format when international business);
 - (xiv) any other requirement under applicable law.
- 9.2.2 Payment will only be made against receipt of a correct invoice.
- 9.2.3 All invoices must be submitted by the Supplier within six (6) months after the date of receipt by or on behalf of DPDHL of satisfactory Goods and/or Services and sent to the appropriate invoice destination as set out in the Purchase Order. Failure by the Supplier to submit invoices in accordance with this Clause 0 within this six (6) months period will, to the extent permitted by applicable law, result in a waiver by the Supplier of its right to receive payment from DPDHL for provision of such Goods and/or Services.
- 9.3 Subject to satisfactory receipt and acceptance of the Goods and/or Services, invoices shall become due for payment sixty (60) days after the receipt of a correct invoice by DPDHL (unless applicable law requires a shorter payment period). Payment shall be made in the currency as stated in the Purchase Order.
- 9.4 Upon DPDHL's request, the Supplier undertakes to submit invoices electronically to DPDHL at no additional cost to DPDHL via DPDHL's third party provider. The Supplier shall comply with DPDHL e-billing requirements. Therefore, the Supplier will separately conclude a corresponding nil cost agreement with this third party provider.
- 9.5 DPDHL shall be entitled to offset against any sum due to the Supplier any sum owed to DPDHL by the Supplier and to withhold payment (whether otherwise due under the Contract and/or any other agreement) for Goods and/or Services which have not been provided in accordance with the Contract. The Supplier is not entitled to set off receivables against DPDHL without the prior written consent of DPDHL.
- 9.6 Where appropriate, Value Added Tax and any other tax, duty or fee imposed from time to time by any 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).
- 9.7 An electronic copy of selected invoices may be requested by DPDHL for auditing purposes and should be dispatched within 24 hours of the request. The Supplier shall keep full and accurate records and documentation to substantiate the amounts claimed in any invoice. These records shall be made available to DPDHL upon request. In addition, the records related to DPDHL shall be open to audit for a period of one (1) year after the completion or (if later) expiry or termination of the Contract.
- 9.8 If DPDHL disputes any sum on an invoice, subject to applicable law, it may withhold the entire sum owed under that invoice and 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.
- 9.9 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 the Contract, then any loss, costs or damage (including legal and court fees) of whatever nature incurred by or on behalf of DPDHL shall be the responsibility of the Supplier, who shall keep DPDHL indemnified in respect thereof.

- 9.10 Payment by DPDHL does not in any way imply a waiver of rights. If amounts have been invoiced by the Supplier when it is not entitled to do so under the Contract, the Supplier must advise DPDHL promptly and shall return to DPDHL (in any event promptly upon demand) any such sums paid unless otherwise agreed.
- 9.11 Payment of invoices shall be made by electronic transfer to an account designated in writing by Supplier in the currency agreed in the Purchase Order.
- 9.12 The Supplier must provide accurate bank account details to allow payments to be made by DPDHL, and keep DPDHL informed of any subsequent changes to their bank details. The Supplier accepts that failure to provide accurate bank details may result in payments being delayed. Where DPDHL is required by local law to pay duties and taxes on behalf of the Supplier it is authorised by the Supplier to do so, and to recover such sums from the Supplier either directly or by set off on the Supplier's invoice.

10 Warranties and Indemnities

- 10.1 The Supplier shall be liable for and shall indemnify and shall keep indemnified DPDHL on demand against any and all claims, actions, liabilities, losses, damages, injury, costs and expenses (including legal expenses) suffered or incurred by DPDHL or any member of DPDHL's group or by any agent, employee, assignee, contractor or sub-contractor of DPDHL which arise directly or indirectly out of or in connection with the Supplier's performance under the Contract, including any losses or expenses arising out of any third party demand, claim or action (including any claim alleging infringement of third party rights) and/or any misrepresentation, negligence, fraud, misconduct or breach of statutory duty of or by the Supplier or Supplier's Personnel, and in particular as a result of or in connection with:
- 10.1.1 Breach of any warranty or undertaking by the Supplier in relation to the Goods and/or Services;
- 10.1.2 Any claim that the Goods and/or Services infringe, or their use or resale infringes the patent, copyright, design right, trade mark or other intellectual property rights of any other person;
- 10.1.3 Any act or omission of the Supplier or its Personnel in supplying, delivering and installing the Goods;
- 10.1.4 Any act or omission of any of the Supplier or its Personnel in connection with the performance of the Services; and
- 10.1.5 Any injury or other loss caused to an employee of DPDHL or any other person on DPDHL's premises, caused by any default or negligence on the Supplier's part.
- 10.2 The Supplier shall comply with the Code of Conduct, and all country-specific DPDHL Group policies (as updated from time to time) that are provided by DPDHL to the Supplier. The Supplier agrees to familiarize itself with such policies, inform and sufficiently train the Personnel as to their contents. The Supplier's entry and/or attendance at any DPDHL site is subject to the terms of such policies.
- 10.3 The Supplier warrants and undertakes with regard to the provision of Goods and/or Services to DPDHL, that:
- 10.3.1 it has and will retain full control over the employment, direction, compensation and discharge of all Supplier's Personnel, and to that end has and continues to have valid and labor-law compliant contracts of employment with all Supplier's Personnel for the duration of the Contract;
- 10.3.2 it will be solely responsible for all matters relating to payment of salaries and wages of all Supplier's Personnel, and for due and proper compliance with labor, tax and social security legislation, work permit rules, compensation and benefits requirements, including the correct and timely payment of wages payable and resolution of any grievances under all applicable laws;
- 10.3.3 it shall be fully responsible for the acts and omissions of Supplier's Personnel during the performance of Supplier's obligations to DPDHL under the Contract.
- 10.4 Failure to pay or late payment, withholding or transfer of wages, wage taxes, turnover taxes, social security premium contributions or employee insurance contributions shall constitute valid grounds for DPDHL to terminate the Contract in writing with immediate effect.
- 10.5 The representations, warranties, indemnities and remedies contained in the Contract shall be in addition to those implied by law or in equity (which shall be deemed incorporated into the Contract).
- 10.6 Neither Party excludes its liability to the extent that it would be unlawful or illegal for them to do so.
- 10.7 The Supplier will either (a) procure for DPDHL the benefit of any warranties in respect of the Goods and/or Services from the third party supplier(s) (whether by assignment or granted directly by the third party supplier(s)) or (b) grant DPDHL the same warranties that the Supplier receives from the third party supplier(s) in respect of the Goods and/or Services.

11 Supplier reliability

- 11.1 At the request of DPDHL, the Supplier shall at its own expense participate in a reliability screening of itself and/or its Personnel, including undertaking any additional checks or obtaining any certificates of good conduct that DPDHL may require.
- 11.2 The Supplier warrants and agrees that the Personnel involved in the performance of the Contract shall adhere to the Code of Conduct.
- 11.3 The Supplier shall at the request of DPDHL, to the extent permitted by applicable (data protection) law, provide a specification of relevant personal information of Personnel involved in the performance of the Contract.
- 11.4 The Supplier shall at the request of DPDHL, and at the Supplier's cost, provide a recent certificate of good conduct (or similar statutory certification) in respect of itself and/or Personnel involved in the performance of the Contract, to the extent permitted by applicable law. Where any such certificate is requested, this must be provided before the provision of any Goods or Services under the Contract.
- 11.5 Supplier undertakes to use only Personnel who are professionally trained and have the appropriate skills and expertise for the performance of the Contract.

12 Insurance

During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover its liabilities that may arise under or in connection with the Contract (and employer's liability insurance as mandatory under applicable law). The Supplier shall, on DPDHL'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.

13 Failure to Perform

- 13.1 DPDHL may, in the event of failure by the Supplier to comply with its obligations under the Contract (irrespective of whether the Goods and/or Services have been accepted or rejected by DPDHL), take immediately any one or more of the following courses of action:
 - 13.1.1 suspend payment of all or any of the Supplier's invoices;
 - 13.1.2 recover damages and any additional costs arising from the failure to meet any requirement set out in the Contract;
 - 13.1.3 return faulty or defective Goods, at the expense and risk of the Supplier in accordance with the provisions of Clause 88, in which case the Supplier will refund the full purchase price of such Goods;
 - 13.1.4 return faulty or defective Goods for repair or replacement in accordance with Clause 6.8 (at DPDHL's discretion) by, and at the expense and risk of, the Supplier, such repair or replacement to be effected within seven (7) days of notification thereof to the Supplier;
 - 13.1.5 repair any faulty or defective Goods at the expense of the Supplier;
 - 13.1.6 re-perform any faulty Services at the expense of the Supplier;
 - 13.1.7 replace faulty or defective Goods and/or Services with equivalent goods and/or services purchased from an alternative source. Any additional costs incurred by DPDHL through obtaining such goods and/or services from alternative sources will be at the Supplier's cost; and
 - 13.1.8 terminate the Contract in accordance with Clause 16.
- 13.2 The remedies listed in Clause 13.1 are without prejudice to any other rights or remedies to which DPDHL may be entitled.
- 13.3 DPDHL shall not be liable to the Supplier 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 DPDHL against all losses, liabilities and wasted costs or expenses suffered by DPDHL as a consequence of any failure and/or defect of the Supplier's Systems or virus transferred from it to DPDHL's Systems.

14 Industrial and Intellectual Property Rights

- 14.1 The Supplier shall ensure that all delivered Goods and/or Services are free from industrial and intellectual property rights of third parties or that the necessary licenses have been acquired. The Supplier shall notify DPDHL of and indemnify DPDHL against any and all claims, actions, liabilities, losses, damages, injury, costs and expenses (including legal expenses) resulting from any action or alleged infringement of any industrial and intellectual property

rights, and at its own expense will defend or (at DPDHL's option) assist in the defense of any proceedings which may be brought against DPDHL by any third party resulting from the use of the Goods and/or Services.

- 14.2 All industrial and intellectual property rights created in the course of the performance of the Contract shall vest in and shall irrevocably belong to DPDHL. The Supplier agrees that any such industrial and intellectual property rights shall vest absolutely irrevocably and exclusively in DPDHL immediately upon such industrial and intellectual property rights coming into existence. The Supplier agrees to do all acts and execute all documents necessary to give effect to the provisions of this Clause 14.2.
- 14.3 If the provision of the Goods and/or Services includes the supply of industrial and intellectual property rights and/or other (comparable) rights held by the Supplier or its licensors, the Supplier hereby grants a free, non-exclusive, worldwide, unlimited, transferable, irrevocable, perpetual (sub)license to DPDHL of such industrial and intellectual property rights for the purpose of receiving and using the Goods and/or Services.
- 14.4 Supplier shall not use DPDHL's intellectual property (name, logo, trademark or any other proprietary information) or those of its customers for any purpose whatsoever, including but not limited to any advertising or publicity, without the express prior written approval of DPDHL.

15 Assignment and Sub-Contracting

- 15.1 The Supplier shall not without the prior written consent of DPDHL assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract in terms of contract law and/or property law whether at law or in equity. DPDHL may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract in terms of contract law and/or property law whether at law or in equity.
- 15.2 The Supplier may only sub-contract any of its obligations under the Contract subject to prior written approval of DPDHL. Any consent given by DPDHL shall not relieve the Supplier of its obligations and duties and the Supplier shall remain primarily liable for such performance. The Supplier shall ensure that sub-contractors are selected and managed with care by the Supplier, any sub-contractor is competent and performance of the Contract is properly carried out in in line with First Class Industry Practice.

16 Termination

- 16.1 Without prejudice to any other rights or remedies to which it may be entitled, subject to applicable laws, either Party shall be entitled to terminate the Contract or any Purchase Order in full or part, without incurring any liability for such termination, immediately by giving notice in writing to the other Party at any time if:
- 16.1.1 the other Party makes any voluntary arrangement with its creditors or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for purpose of amalgamation or solvent reconstruction), in each case under applicable insolvency law;
- 16.1.2 an encumbrancer takes possession, or a receiver, manager, administrator or administrative receiver is appointed, of all or any of the undertaking, income, property or assets of the other Party;
- 16.1.3 the other Party ceases, or threatens to cease, to carry on business; or
- 16.1.4 the period of a Force Majeure Event notified under Clause 17 has lasted longer than 30 days.
- 16.2 The conditions contained under Clause 16.1 are not exhaustive and other such similar or analogous conditions which may affect either Party, will entitle the other Party to terminate the Contract or any Purchase Order.
- 16.3 DPDHL may cancel a Contract or any Purchase Order without liability to the Supplier at any time prior to the commencement of performance by the Supplier by giving written notice to the Supplier.
- 16.4 DPDHL may terminate the Contract or any Purchase Order in whole or in part at any time and for convenience without DPDHL incurring any liability by giving not less than 30 days' notice to the Supplier.
- 16.5 Notwithstanding any other rights or remedies to which DPDHL may be entitled under the Contract or under applicable law, DPDHL reserves the right at any time by giving notice in writing to the Supplier to terminate the Contract or any Purchase Order immediately, in full or part and without DPDHL incurring any liability:
- 16.5.1 if the Supplier commits a material breach or persistent breaches (whether material or not) of any of the terms of the Contract or a Purchase Order;
- 16.5.2 if the Supplier commits any breach of the Contract or a Purchase Order, which has not been remedied in a manner acceptable to DPDHL within 14 days of notification from DPDHL requesting remedy of the breach;
- 16.5.3 where the Supplier has failed to comply with the provisions of the Code of Conduct or any of the other policies referred to in clause 10.2;

16.5.4 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; or

16.5.5 DPDHL determines that the Supplier has experienced a serious deterioration in its financial circumstances that may impact its ability to perform under the Contract.

16.6 The Supplier shall not be entitled to claim damages or indemnification as a result of termination in the above circumstances. Any amounts pre-paid by DPDHL for Goods and/or Services not yet rendered as at the date of termination shall be promptly reimbursed by Supplier.

16.7 DPDHL shall have no liability to the Supplier whatsoever other than in relation to the payment of the charges properly incurred under this Contract, and in no event shall DPDHL be liable to Supplier for loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.

16.8 The expiry or termination of the Contract or a Purchase Order howsoever arising will be without prejudice to the rights, and liabilities of either Party accrued prior to expiry or termination.

16.9 The provisions in the Contract which expressly or impliedly continue to have effect after expiry or termination, in particular provisions related to intellectual property rights, confidentiality, data protection, competition, indemnification and governing law and jurisdiction, shall continue to be enforceable notwithstanding expiry or termination.

17 Force Majeure

17.1 Neither Party shall be liable for any delay or failure in performing its obligations under the Contract if the delay or failure was due to a Force Majeure Event.

17.2 If the Supplier is unable to perform its obligations under the Contract as a direct result of a Force Majeure Event, the Supplier shall give written notice to DPDHL stating the cause in question, and Clause 17.1 shall take effect from the date of such notice.

17.3 The Parties' performance of obligations and payments under the Contract shall be suspended during the period of the Force Majeure Event. Immediately upon the Force Majeure Event ceasing to have effect the Party relying upon it shall notify the other in writing.

17.4 The Supplier shall at all times during the term of the Contract have in place 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 DPDHL on request).

18 Inducements and Conflicts of Interest

18.1 The Supplier shall not offer to any employee of DPDHL or its representatives any gift, consideration, inducement, reward or forbearance in relation to the obtaining or execution of the Contract or any Purchase Orders or any other contract or arrangement between DPDHL and the Supplier.

18.2 The Supplier shall declare to DPDHL any relationships with DPDHL staff who may be involved in the process of procurement of selection of Supplier and shall in any event declare to DPDHL any conflicts of interest with DPDHL. Failure to promptly declare such relationships or conflicts of interests shall be deemed a breach by the Supplier.

18.3 To the best of its knowledge and belief, neither the Supplier nor any of its affiliates (i) has at any time been found by a court in any jurisdiction to have engaged in any corrupt act (or similar conduct), (ii) has at any time admitted to having engaged in any corrupt act (or similar conduct), or (iii) has at any time been investigated or been suspected in any jurisdiction of having engaged in any corrupt act (or similar conduct).

19 Confidentiality

19.1 The Supplier shall keep secret and confidential all information and know-how disclosed to it by DPDHL (which in this context will include DPDHL Entities, their customers and suppliers) or otherwise connected with the business of DPDHL (which in this context will include DPDHL Entities, their customers and suppliers), which comes to the Supplier's knowledge, in the course of the Contract or as a result of the provision of the Goods and/or Services (and shall procure that its Personnel is similarly bound) and shall not disclose the same to any person save as expressly authorized in writing to be disclosed, by a duly authorized representative of DPDHL.

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 DPDHL to those of the Supplier's Personnel with a reasonable need to see and use it for the performance of the Contract and to use such information only for the purposes of the Contract.

- 19.3 Upon expiry or termination of the Contract the Supplier shall, subject to any legal retention obligations, upon the request of DPDHL, deliver up or destroy all documents, data, information and other material in its possession, custody or control that bear or incorporate any confidential information or know-how relating to the business of DPDHL (which in this context will include DPDHL Entities, their customers and suppliers).
- 19.4 The Supplier shall procure any and all third parties it involves as to their duty to observe the confidentiality obligations contained within the Contract. At the request of DPDHL, the Supplier shall provide proof that it has complied with this obligation.
- 19.5 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 19.5.2 shall temporarily cease to apply for so long as disclosure is required and only for the purposes of Clause 19.5.2) to information or know-how which:
- 19.5.1 at the time of its disclosure by DPDHL is already in the public domain or which subsequently enters the public domain other than by breach of the terms of the Contract by the Supplier; or
- 19.5.2 is required to be disclosed by applicable laws or regulations or order of a court of competent jurisdiction or government department or agency, provided that prior to such disclosure the Supplier shall advise DPDHL of the proposed form of the disclosure.
- 19.6 The Supplier shall not make any public announcement regarding the arrangements agreed between the Parties; publicize the Contract, any Purchase Order, or any part of them in any way; refer to its role under the Contract or any Purchase Order in any market material or presentations whatsoever; or use DPDHL logos or trademarks without the prior written consent of DPDHL, which DPDHL may withhold at its absolute discretion. The text of any external communication to be sent to any third party concerning the subject matter of the Contract shall require the prior written approval of DPDHL.

20 Miscellaneous

- 20.1 The Contract 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 the Contract that are not incorporated in the Contract.
- 20.2 No variations to the Contract, the Specifications, prices, discounts, rebates, payment terms, or any other matter whatsoever relating to the Goods and/or Services will be accepted by DPDHL during the term of the Contract except variations discussed and agreed in writing by DPDHL.
- 20.3 No failure or delay on the part of either of the Parties to operate any right or remedy under the 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 the Contract are cumulative and are not exclusive of any rights or remedies provided by law.
- 20.4 If any provision or term of the Contract shall become or be declared illegal, invalid or unenforceable for any reason whatsoever such term or provision shall be divisible from the Contract and shall be deemed to be deleted from the Contract provided always that if such deletion substantially affects or alters the commercial basis of the Contract the Parties shall negotiate in good faith to amend and modify the provisions and terms of the 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 of the Contract and remainder of the provision in question shall not be affected thereby.
- 20.5 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.
- 20.6 Each of the Parties shall be responsible for its respective legal and other costs incurred in relation to the preparation and execution of the Contract.
- 20.7 The headings in the Contract are for information only and are to be ignored in construing the same.
- 20.8 Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 20.9 Recitals, clauses, paragraphs or appendices are to recitals, clauses, paragraphs of and appendices to the Contract. The appendices form part of the operative provisions of the Contract and references to the Contract shall unless the context otherwise requires include references to the recitals and appendices.
- 20.10 For the avoidance of doubt, in the event of a conflict of meaning, effect or interpretation between any provisions of the Terms and Conditions and the terms of the Purchase Order, the Purchase Order shall take precedence.
- 20.11 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time together with any subordinate legislation made from time to time under that statute or statutory provision.
- 20.12 A reference to writing or written includes email but excludes fax.

20.13 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

21 Notices

21.1 Any notice required to be given under the Contract shall be in writing and shall be deemed to have been duly given only if (i) delivered by hand, by registered mail, by overnight courier services in each case to a Party at its registered office or principal place of business, or such other address as one Party may from time to time designate by written notice to the other or, if in place (ii) via certified email, or (iii) by electronic transmission via DPDHL's electronic order system. The Parties shall also send copies of any notices by email to the other Party at the email address specified on the Purchase Order, for the purposes of information only. A notice shall not be given or deemed to have been given or received if sent by email alone, unless this has been done via certified email.

21.2 Any such notice shall be deemed to have been received by the addressee two working days following the date of dispatch if the notice or other document is sent by registered post, or simultaneously with the delivery if delivered by hand.

22 Data Protection

22.1 Each Party shall comply with all applicable requirements of the Data Protection Legislation. This Clause 22 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

22.2 The Supplier shall process personal data only if and to the extent necessary to fulfill the purpose of the Contract. In doing so, the Supplier shall also implement appropriate technical and organizational measures which meet the requirements of applicable Data Protection Legislation.

22.3 The Supplier shall procure that its employees undertake 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 DPDHL and not to process such data without authorization.

22.4 If any personal data will be processed on behalf of DPDHL and upon DPDHL's instructions (controller-to-processor relationship), the parties will conclude a Controller-to-Processor Agreement (CPA). In such case, the terms of the Controller-to-Processor Agreement shall prevail over the Terms and Conditions with respect to the data protection obligations hereunder, to the extent of any conflict.

22.5 The Supplier shall promptly and fully notify DPDHL in writing if any personal data has been disclosed in non-compliance with this clause, any other provision of this contract or applicable Data Protection Legislation. In such case Supplier shall take every step to prevent the further disclosure of any personal data. As far as the subject matter of the Contract is affected, the Supplier shall immediately inform DPDHL of any inspections, investigations and / or administrative measures conducted by a (data protection) supervisory authority.

22.6 In the event of any contravention of this clause, DPDHL may terminate the contractual relationship without notice. The Supplier shall also reimburse DPDHL for any loss or damage incurred as a result of the violation. This includes compensation paid to DPDHL's employees and reimbursement of expenses incurred in commissioning another company.

23 Relationship of the Parties

The Supplier and DPDHL agree that the Contract shall not be construed as a contract for establishing a joint venture or partnership between DPDHL and the Supplier. It is expressly agreed and understood that there is no employer-employee relationship between DPDHL and the Supplier or between DPDHL and any of the Supplier's Personnel, and that the relationship of the Supplier is that of an independent contractor to DPDHL.

24 Rights of Third Parties

24.1 The DPDHL Entities shall have the right to enforce any term of the Contract. Except as stated in this Clause, the Parties to the Contract do not intend that any of its terms will be enforceable by any person not a party to it.

24.2 The Parties reserve the right to rescind or vary the Contract or vary any term of it without the consent of the other DPDHL Entities (other than DPDHL entity which is the direct contracting Party to the Contract and the signatory to the Contract).

25 Export Control and Sanctions

- 25.1 Supplier shall ensure compliance with all applicable export control and sanctions laws and regulations (“Laws and Regulations”). In particular Supplier warrants that:
- 25.1.1 neither the Supplier nor its holding company, agents, representatives, vendors and/or other thirds directly contracted by the Supplier for the delivery of Goods and Services (including technology and software) under the Contract are listed on any applicable sanctions list as a denied party;
 - 25.1.2 it has obtained all necessary permits and licenses required for the delivery of Goods and/or Services (including technology and software) under the Contract to its destination and their use in the contract territory; and
 - 25.1.3 it is responsible to determine if any requirements and restrictions apply under applicable Trade Laws and it has informed DPDHL and will inform DPDHL promptly in writing if the Goods and/or Services (including technology and software) are or become subject to applicable restrictions related to their import, re-/export, transit or transfer.
- 25.2 The Supplier shall provide DPDHL with all information, including permits and licenses that are required by any applicable Laws and Regulations in order to allow DPDHL and DPDHL’s customers the lawful and contractually agreed use of the Goods and/or Services (including technology and software) in any country and territory as required by DPDHL.
- 25.3 In the case of a breach of the obligations set forth in this Clause, the Supplier shall indemnify and hold DPDHL harmless from any claims, penalties and fees that arise or result from such a breach.

26 Dispute Resolution Procedure

- 26.1 All disputes between the Parties arising out of or relating to the Contract (except those requiring urgent remedy) shall be first referred, by each Party, to the DPDHL person who ordered the Goods and/or Services and the Supplier’s contract manager for resolution. Where necessary DPDHL and the Supplier’s contract manager shall negotiate in good faith to resolve such disputes.
- 26.2 If any dispute cannot be resolved through such good faith negotiation between DPDHL and the Supplier’s contract manager within a reasonable period after it has been referred then the dispute shall be escalated within the Parties’ respective organizations for resolution. The escalation contacts shall, if necessary, negotiate in good faith to resolve such disputes.
- 26.3 If the dispute cannot be resolved under Clause 26.2 above within a reasonable period from the referral date, the Parties may refer the matter to dispute resolution via a court under the Contract.
- 26.4 Neither Party shall be prevented from, or delayed in, seeking orders for specific performance or interlocutory or final injunctive relief on an ex-parte basis or otherwise as a result of the terms of this Clause, such provisions not applying in respect of any circumstance where such remedies are sought.
- 26.5 Performance under the Contract shall not cease or be delayed by virtue of the dispute resolution procedure under this Clause.

27 Governing Law and Jurisdiction

- 27.1 The validity, construction and performance of the Contract shall be governed by the laws of the country in which DPDHL has its registered office. Application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- 27.2 The Contract is at all times subject to and automatically incorporates any local law where it is applicable and mandatory by law in the relevant country.
- 27.3 The competent court in the district in which DPDHL has its registered office or (where allowed under applicable laws) any other competent court chosen by DPDHL, shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Contract.
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