

## Purchase Order Terms and Conditions for Goods and Services

1 (Purchase Order) These terms and conditions apply to each Purchase Order issued by DHL

2 (Acceptance by the Supplier) Upon the Supplier's acceptance of the Purchase Order (whether in writing, by conduct or by implication), the Supplier agrees to these terms and conditions.

3 (Purchase Order Cancellation) DHL may without incurring any liability to the Supplier amend or cancel the Purchase Order no later than thirty (30) days before the scheduled delivery date specified in the Purchase Order by notifying the Supplier of the required amendments cancellation.

4 (Global Master Agreement) In the event there is a global master or framework, regional or local agreement between the parties or their holding companies covering the same Services or Goods, the parties agree that such agreement shall prevail and supersede these terms and conditions. SUPPLY OF GOOD(S)

(5) (Supply of Goods) The Supplies shall supply the Goods pursuant to the Purchase Order and carry out any installation work (if applicable) in a proper and workmanlike manner to the satisfaction of DHL and in accordance with these terms and conditions. Time is of the essence for the delivery of Goods (including rental items).

6 Delivery of Goods) The Goods shall be delivered on the date, time and at the place stated in the Purchase Order, and in accordance with the instructions specified therein. If it is apparent that the delivery date will not be met, then without prejudice to DHL's other rights or remedies, The Supplier was immediately not source of the second the place state of the transaction of the supplier's cost. Acceptance of late delivery does not tantamount to waiver of DHL's rights to claim for any damages or contractual penalties available to DHL under these terms and conditions, at law, in contract or in equity. 7 (Specifications) The Goods must conform in all respects with the specifications and other requirements or descriptions specified by DHL or as described in the Purchase Order. Where samples are provided, all Goods must be of sound material, workmanship and design, and shall be

equal in all respects to such samples, or patterns provided to or accepted by DHL.

4 (Quality) All of the Goods must pass any acceptance tests and signed of by DHL. DHL shall be entitled to reject all Goods which do not conform completely in every respect with the Specifications. If by nature of the Goods, any defects would not become apparent (despite the carrying out of any examination and/or such tests) until after use, DHL may reject the Goods even after a reasonable period of use.
9 (Rejection) Goods rejected may at DHL's request be replaced by the Supplier at the Supplier's risk and expense; alternatively, DHL may elect (at its option) to cancel the Purchase Order in respect of the Goods in question and return the rejected Goods to the Supplier's risk

and expense. Upon such cancer before the sequence of the supplier and expense and and the supplier and applier and

11 (Compliance with Law etc.) The Supplier will ensure the Goods comply with all applicable laws then in force when the Goods are delivered including all requirements relating to the manufacture, labelling, packaging, storage, handling, delivery, installation and commissioning of the

12 (Title and Risk) Risk of loss or damage to the Goods shall pass to DHL upon acceptance by DHL of the Goods. Title to the Goods shall pass to DHL upon payment of the Purchase Price for such Goods. Such passing of title and risk shall be without prejudice to any right of rejection DHL may have under these terms and conditions.

13 (Intellectual Property Rights) The Supplier warrants that neither the sale nor the use of the Goods will infringe intellectual property rights of any third parties. The Supplier indemnifies DHL from and against all Liabilities, including without limitation legal costs, resulting from any actual or alleged infringement as aforesaid, and at its own expense will defend or (at DHL's option) assist in the defense of any proceedings which may be brought against DHL by any third party resulting from the use the Goods. 14 (Goods Free From Third Party Rights) The Supplier shall sell the Goods to DHL with full title guarantee and free from any encumbrances and third party rights.

15 (Warranty For Defects) The Supplier warrants that the Goods are free from defects for a period of 12 months from acceptance of the Goods or such period (if any) as specified in the Purchase Order ("Warranty Period"). During the Warranty Period. the Supplier warrants that the Goods are free from defects for a period of 12 months from acceptance of the Goods or such period (if any) as specified in the Purchase Order ("Warranty Period"). During the Warranty Period. the Supplier warrants that the Goods are free from defects for a period of 12 months from acceptance of the Goods or such period (if any) as specified in the Purchase Order ("Warranty Period"). Supplier. If the Supplier sia reseller, the Supplier shall ensure all warranties and support for the Goods from the owner/manufacturer of the Goods flow through to DHL and the Supplier sia assist DHL in enforcing the same against such owner/manufacturer.

16 (IoT Devices) The Supplier will use and otherwise process DHL Data and/or personal data only: (a) to provide DHL the contractual services or goods in accordance with DHL's instructions; (b) as described in any controller to processor agreement ("CPA"); and/or (c) as required by the

To for better for the process of the personne of the personne of the business of personne of the business of DHL pata "means all data or provided to Supplier in whatever for melating to the business, employees, customers or otherwise relating to the business of DHL, created processed or provided to Supplier in the course of Section Section of Services or Goods. As between the parties, DHL teating the the purchase relates to Software, the parties agree to comply with any end user licensed agreement ("EULA") executed between the parties (or with the reseller) relating to software. For the avoidance of doubt, "Software" in this clause shall mean software not embedded with any hardware or IoT Devices or is purchased separately, and also does not include software as a service or SAAS.

## SUPPLY OF SERVICE(S)

GENERAL

SUPPER OF SERVICE(5) 18 (Service Standards) The Supplier warrants and represents on a continuing basis that the Supplier shall, at all times perform the Services: (a) in full compliance with any relevant and applicable law including but not limited to having obtained all necessary permits and licenses required for the performance of Services. (b) with all due care, skill and diligence.

(c) in full compliance with these terms and conditions including any service levels or key performance indicators specified by DHL.

(c) in rui compliance with they topolicies or procedures, including any service levels or key performance indicators specified by DHL. (d) in full compliance with DHL policies or procedures, including without initiation the health and safety rules when in the premises of DHL, which shall be notified by DHL to the Supplier from time to time; (e) in full compliance with DHL Supplier Code of Conduct and Information Security Code of Practice for Partners as signed by the Supplier at DHL vendor registration stage; and (f) putting in place all necessary measures to avoid introduction of any virus, malicous code, malware or security Vunerabilities to DHL if system and network. 19 (Qualitative Defects in Service) if the Service is not rendered to the satisfaction of DHL or not in compliance with the requirements of DHL, the Supplier shall be required to re-perform the said Service within a reasonable period without additional cost to DHL failing which DHL may terminate the affected Service with full refund if Service Fee has been paid or shall not be required to pay for the affected Service

Ochoche 20 (Remedies for Breach of Warranties) In respect of any breach by the Supplier of any of the warranties or representations specified in these terms and conditions, the Supplier must promptly on DHL's demand and at the Supplier's sole cost take all actions (including execution of any documents) considered necessary or appropriate by DHL to remedy the breach to DHL's satisfaction. Nothing in this provision limits any other rights or remedies that DHL may have under these terms and conditions, at law or in equity in respect of such breach by the Supplier. 21 (Set-off) Any sum of money that is recoverable from or payable by the Supplier to DHL under these terms and conditions shall be deducted from any sum then due and owing to the Supplier under any other Purchase Order placed or entered into by DHL with the Supplier. 22 (Withholding Tax) If DHL is required by law to withhold and remit tax relating to the Goods or Services to the relevant authority. DHL shall be entitled to reduce the payments by the amount of such tax and furnish to the Supplier a tax certificate or other acceptable evidence of

23 (Pricing Inclusive of Taxes) Unless expressly specified otherwise in writing, any prices or amounts specified in or quoted or invoiced pursuant to the Purchase Order are inclusive of all taxes, duties, and any other levies whatsoever imposed by the authority in connection with the supply of Goods or provision of Services.

24 (Invoicing) The Supplier must provide DHL with a tax invoice in respect of the Goods and/or the Services using e-billing system of DHL where required. Each tax invoice must specify the Goods and/or the Services supplied, the Purchase Price/Service Fees and the applicable taxes

24 (Invoicing) The Supplier must provide DFL with a tax invoice in respect of the Goods and/or the Services supplied, the Purchase Price/Service Fees and the applicable taxes payable in respect of the Goods and/or the Services. All tax invoices must be submitted to DHL within 180 days from the date the Supplier is first entitled to invoice for the Goods supplied or Services performed. The Supplier intrevocably waives the right to payment of any such sums not invoiced within this period.
25 (Payment Terms) DHL will pay the Supplier undisputed invoices within 60 days of the date of receipt of the accurate tax invoice. In the event the Supplier/Service Provider is qualified during the term of this PO as a micro, small or medium enterprise as defined under the Micro, Small and Medium Enterprises Development Act. 2006 ("MSME Act", then subject to submission of valid required documentation by the Supplier/Service Provider, DHL shall pay the Supplier/Service Provider all undisputed invoices within forty five (45) days from receipt of accurate tax invoice, subject to the declaration and in conjunction with Clause 26 below.

26 (Completion of Supply for Goods and Services ) Notwithstanding whatever stated hereinabove the Supplier/Service Provider shall obtain confirmation by authorized personnel of DHL that goods or services have been received satisfactorily in accordance with the terms of this PO, prior to submission of its invoice. Supplier/Service Provider agrees that the date of receipt by DHL of such invoice together with confirmation regarding satisfactory receipt of goods or services shall be considered as dated of receipt the goods or services including ancillary activities. 27 (Disputed Invoices) Any disputed invoices shall be referred to the dispute resolution procedures provided below. The Supplier shall continue to supply the Goods and/or perform the Services notwithstanding the existence of a dispute in relation to a tax invoice. 38 (Indemnity - Supplier) The Supplier of the use indemnifies, and will keep indemnifies, and will keep indemnifies, and will be the supplier of any term of these terms and conditions including, without limitation, any claim for damages for breach of agreement or negligence (including a claim for breach of agreement or negligence by third parties), manufacturing defect of Goods, death or injury to any person, damage to property of

any person and any claim for trade practices and product liability.

29 (Supplier's Personnel shall be deemed to constitute a breach by the Supplier's and or descent of the Supplier's Personnel shall be deemed to constitute a breach by the Supplier's of its obligations under these terms and conditions. 30 (Limitation of Liability) Neither party limits its liability in respect of (a) fraud or fraudulent misrepresentation; (b) death of, or personal injury to, any person caused by negligence; (c) anything else which cannot be excluded or limited by applicable law where the Goods are supplied or Services performed. The Supplier does not limit its liability in respect of (a) any losse caused by the Supplier's willful misconduct, gross negligence, or intentional default (b) any indemnity given to DHL under these terms and conditions; and (c) caused by the Supplier's willful misconduct, gross negligence, or intentional default (b) any indemnity given to DHL under these terms and conditions; and (c) caused by the Supplier's willful misconduct, gross negligence, or intentional default (b) any indemnity given to DHL under these terms and conditions; and (c) caused by the Supplier's willful misconduct, gross negligence, or intentional default (b) any indemnity given to DHL under these terms and conditions; and (c) caused by the Supplier's willful misconduct, gross negligence, or intentional default (b) any indemnity given to DHL under these terms and conditions; and (c) caused by the Supplier's willful misconduct, gross negligence, or intentional default; (b) any indemnity given to DHL under these terms and conditions; and (c) caused by the Supplier's willful misconduct, gross negligence, or intentional default; (b) any indemnity given to DHL under these terms and conditions; and (c) caused by the supplier's willful misconduct, gross negligence, or intentional default; (b) any indemnity given to DHL under these terms and conditions; and (c) caused by the supplication of a supplication of the supplication of a supplication o

32 (Foremination for Convenience) DHL may terminate the provision of the Services for convenience at any time by giving the Supplier no less than 30 days' notice in writing. Upon such termination, DHL shall pay to the Supplier the Service Fees in respect of Services performed up to the

effective date of termination. 34 (Termination for Breach) Either party (the "Terminating Party") may terminate the Purchase Order immediately upon written notice to the other party (the "Breaching Party") if: (a) the Breaching Party commits any breach of these terms and conditions which is incapable of remedy but has not been remedied within fourteen (14) days by the Breaching Party after receiving written notice from the Termination Party specifying the breach and requiring its remedy; or (c) the Breaching Party becomes insolvent or bankrupt or enters into or otherwise becomes subject to any form of external administration whatsoever; or (d) (in case the Breaching Party being the Supplier) the Supplier or its subcontractors employ person(s) for the purpose of contract performance, who are not in possession of a valid work or employment permit or pass as required by the authorities or applicable law, or

 (d) (in case the Breaching Party being the Supplier) or its subcontractors employ person(s) for the purpose of contract performance, who are not in possession of a valid work or employment permit or pass as required by the authorities or applicable law, or
 (e) the period of a force majeure event has lasted longer than thirty (3d) days.
 (a) confidential information and must not without DHL's prior written permission:
 (a) use that Confidential information for any purpose whatsoever except for the direct purpose of discharging the Supplier's obligations under the Purchase Order; or
 (b) disclose that Confidential Information to any third parties.
 Further, the Supplier must not use any trademarks, brands, or other intellectual property belonging to DHL or DHL's Affiliates at any time or in any way without DHL's prior written approval.
 This provision as it applies To Confidential information, trademarks, brands, or other intellectual property belonging to DHL or DHL's Affiliates shall survive indefinitely at DHL's absolute discretion.
 36 (Dispute Resolution) If any dispute arises under or in connection with the Purchase Order and these terms and conditions, the parties shall endeavor to resolve the dispute to provision or part of provision or parts of provision whet he disods or Services are supplied.
 37 (Severability) Any provision or part of provision of these terms and conditions which is held by a court of competent in the jurisdiction value of competent jurisdiction to be unenforceable for any reason whatsoever shall be severed and the remaining provisions or parts of provisions of these terms and conditions shall conditions whatsoever shall be severed and the remaining provisions or parts of provisions of these terms and conditions what severe remain in full force and effect notwithstanding such severance.

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Protection Regulation (EU 2016/679). Without prejudice to the foregoing, the Supplier shall implement such security measures, policies and procedures to ensure compliance with the applicable data protection legislation. 40 (Further Documents) If required by the applicable laws including EU GDPR, the Supplier agrees to execute additional document(s) including CPA to comply with the same. Further, if the Supplier is required to access DHL network or IT system, the Supplier agrees to execute the network access agreement to be provided by DHL.

41 (Export Control and Sanctions) Supplier shall ensure compliance with all applicable export control and sanctions laws and regulations ("Laws and Regulations"). In particular, Supplier warrants that:

 41 (Export Control and Sanctions) Supplier shall ensure compliance with all applicable export control and sanctions laws and regulations? (Taws and Regulations?). In particular, Supplier warrants that:
 (a) neither the Supplier on its holding, subsidiary, associate or affiliated company, agents, wendors and/or sanctions laws and regulations? (Taws and Regulations in the Supplier on its holding, subsidiary, associate or affiliated company, agents, wendors and/or services and/or Ser 42 (Governing Law and Jurisdiction) The Purchase Order and these terms shall be governed by the laws of the country/territory/region (as the case may be) where Goods and/or Services are ordered or purchased and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of that country/territory/region (as the case may be). 43 (Operintions) When used in these terms and conditions, the following capitalised words and expressions have the meanings ascribed to them in this provision:

(a) "Affiliates" in relation to a party includes that party's related bodies corporate, related entities, holding companies, ultimate holding company, subsidiaries, and in relation to DHL includes any and all members of the DHL or Deutsche Post AG group of companies;

(a) "Animates' inclusion to pay information to pay struct bookers with the control of the control of the structure of the str

(d) "IOT Device(s)" "means a computing device with embedded software and sensors that collects and transmits pre-defined data over a wireless network or the internet.



(e) "Liability" includes any loss, damage, injury, expense, cost, outgoing, claim, demand, proceeding, obligation or any other form of liability or burdensome commitment of any kind whatsoever.
 (f) "Personnel" in relation to a party includes that party's officers, employees, agents, partners, representatives, joint venturers, contractors and sub-contractors.
 (g) "Purchase Order" means the purchase order attached to these terms and conditions.
 (h) "Purchase Price" means the charges to be paid to the Supplier by DHL for the Goods, as specified in the Purchase Order.
 (i) "Service Fees" means the fees and charges to be paid to the Supplier by DHL for the Services, as specified in the Purchase Order.