

1 DEFINITIONS

“**Company**” means Capgemini UK plc.
“**Contract**” means the agreement between the Company and the Supplier comprising the Order and these Conditions.
“**Conditions**” means Clauses 1 to 22 set out herein.
“**Good Industry Standards**” means those practices, methods, techniques and standards that are from time to time generally accepted for use in the Supplier’s industry.
“**GPS**” means Capgemini’s e-procurement system.
“**Order**” means the order, placed by the Company on GPS specifying the Supply at the price or fees agreed between the parties to be supplied in accordance with the provisions of these Conditions.
“**Products**” means any items listed on the Order other than the Services.
“**Purchase Order Number**” means the number generated by GPS and issued to the Supplier comprising either a 12 digit code recognised by 95200 at the beginning (e.g. 95200xxxxxxx) or a 10 character code recognised by 200 at the beginning (e.g. 200xxxxxxx) prior to the issue of the Supplier’s invoice.
“**Services**” means any work specified in the Order to be carried out on the Company’s behalf.
“**Specification**” means any technical description, drawing, sample or standard of performance of the Supply contained or referred to in the Order.
“**Supplier**” means the person, firm or company to whom the Order is addressed and shall include any assignee permitted by the Company under these Conditions.
“**Supply**” means the Products and/or the Services specified in the Order.

2 AUTHORISATION

- 2.1 The Company accepts no liability for any Supply provided unless:
 - (a) the Supplier is fully approved and authorised by the Company on GPS; and
 - (b) the Order has been placed on GPS incorporating these Conditions and authorised online on the Company’s behalf by a duly authorised representative.
- 2.2 The Company will not be bound by any variation to the Order unless it is specifically agreed in writing and signed in hard copy or authorised online through GPS on behalf of the Company by a duly authorised representative.

3 QUALITY AND INSPECTION

- 3.1 The Supply must conform in all respects to the requirements specified in this Contract and to Good Industry Standards, or as specified on the Order and be to the reasonable satisfaction of the Company. The Company shall have the right to inspect and test any Supply before acceptance provided that such inspections and tests are made within a reasonable time or as provided in the Specification.
- 3.2 The Supplier warrants and represents that it will at all times abide by recognised industry standards for all Products supplied and that the Supply will be free from defects in design material and workmanship and will be fit for purpose.
- 3.3 If as a result of any inspection or test referred to in Clause 3.1, the Company is of the reasonable opinion that the Supply does not comply with this Contract or is unlikely so to comply, it shall inform the Supplier accordingly in writing and the Supplier shall take such remedial action necessary to ensure such compliance within a reasonable timescale.

4 REJECTION

The Company may by giving the Supplier not less than twenty-eight (28) days written notice (or such other period as may be agreed in writing between the parties) after delivery, reject any Products which are found not to be in accordance with this Contract. The Company shall when giving notice of rejection specify the reason and shall return the rejected Products to the Supplier at the Supplier’s risk and expense. The Supplier shall within a reasonable time, replace such rejected Products with Products which are in all respects in accordance with this Contract. Any money paid by the Company to the Supplier in respect of any rejected Products not replaced by the Supplier within a reasonable time, together with any additional expenditure over and above this contract price, reasonably incurred by the Company in obtaining other Products in replacement, shall be paid by the Supplier to the Company.

5 GUARANTEE

Upon request by the Company, the Supplier shall, at its sole expense and with all possible speed, repair or replace any Products or any part thereof which are covered by the Order which prove within one (1) year from the date such Products are placed in operation but no later than eighteen (18) months from the date of receipt by the Company to be defective in design, material or workmanship. The Company shall as soon as practicable after discovering any such defect or failure return the defective Products or parts thereof to the

Supplier. The return of such defective Products shall be at the Supplier’s risk and expense unless it has been agreed between the parties that the necessary replacement or repair shall be carried out by the Supplier on the premises at which the Products are situated. The Supplier shall be responsible for any loss or any damage or expense howsoever incurred by the Company as a result of any such defect.

6 QUANTITY

Products shipped in excess of the quantity designated in the Order may be returned at the Supplier’s expense. If the Company in its absolute discretion elects to retain any excess Products, they shall be charged to the Company at the same rate as the Products originally ordered.

7 TITLE

- 7.1 Subject to the provisions of this Clause the property in the Products shall pass to the Company on delivery without prejudice to any right of rejection which may accrue to the Company under these Conditions.
- 7.2 If the Supplier postpones delivery at the request of the Company pursuant to Clause 8.2 the property in the Products shall pass to the Company seven (7) days after the receipt of notification from the Supplier that the Products are due and ready for delivery or on such other date as may be agreed, but the Products shall nevertheless remain at the Supplier’s risk until delivery has been completed.

8 RESPONSIBILITY FOR THE PRODUCTS AND INSURANCE

- 8.1 The Supplier shall be responsible for and insure against loss, destruction and damage for Products completely or partially manufactured and for all materials acquired by or delivered to the Supplier in connection with the Order whether the property of the Supplier or Company and until such time as the Products are delivered to the Company and/or the Services are completed.
- 8.2 If for any reason the Company is unable to accept delivery of the Products at the time when the Products are due and ready for delivery the Supplier shall, if the Supplier’s storage facilities permit, store the Products, safeguard them and take all reasonable steps to prevent their deterioration until their actual delivery, and the Company shall be liable to the Supplier for the reasonable costs (including insurance) of the Supplier so doing.

9 INDEMNITY AND INSURANCE

- 9.1 The Supplier shall indemnify and keep indemnified the Company against all claims, liability, demands, proceedings, cost and expenses (including legal fees on a full indemnity basis) arising out of or in respect of loss of or omission of Supplier, its employees, agents or subcontractors (or their respective employees or agents) in the performance or purported performance of this Contract, except to the extent such loss, damage, death or personal injury is caused by the negligence of the Company.
- 9.2 In addition to the above and where appropriate Supplier shall have in force product liability and professional indemnity insurance. Supplier shall provide to the Company on demand written confirmation from Supplier’s insurers that the insurance above is in place.

10 PRICE AND PAYMENT

- 10.1 Unless specified to the contrary, the price shall be as shown in the Order and will include all costs associated with the supply of the Supply. The Company will accept no additional charges. Payment of a correct invoice submitted in accordance with this condition shall normally be made in an average of thirty (30) calendar days from the date of receipt. Payment to be made by bank transfer.
- 10.2 The Company reserves the right to refuse payment of any invoice which is not submitted in accordance with this Contract or for any Supply that have not been delivered or performed or that do not conform to this Contract.

11 INVOICES

- 11.1 The Supplier shall submit invoices in accordance with this Contract once the Supply has been received by the Company and which shall contain the particulars required by law in respect of VAT. The invoice shall include the Purchase Order Number and shall be sent to the address specified in the Order.
- 11.2 The Supplier shall comply with the Company’s purchase order mandatory policy, namely that Orders are only deemed valid if they include a Purchase Order Number generated through GPS.
- 11.3 The Company will only pay invoices that can be referenced to Purchase Order Number.
- 11.4 The Supplier warrants all information on the Supplier’s maintenance form including company details and the Supplier’s bank account references for payment is correct and complete.

12 DELIVERY AND ACCEPTANCE

- 12.1 The Products shall be delivered by the Supplier or despatched for delivery to the delivery address specified in the Order or as subsequently agreed in writing.
- 12.2 Each package shall:
- (a) be labelled with the Company's Purchase Order Number;
 - (b) set out the complete forwarding address;
 - (c) contain an itemised packing slip; and
 - (d) be properly packed for forwarding so as to reach its destination in good condition under conditions of transport normally to be expected in connection with deliveries to such destination.
- 12.3 No charges will be allowed for packing, crating, freight, express delivery or postage unless specified in the Order.
- 12.4 Supplier undertakes at its own expense to repair or replace (at the option of the Company) Supply lost or damaged in transit. Supplier also undertakes to arrange adequate insurance at its expense for such Supply. Time is of the essence and if any Products are not delivered within the time specified in the Order or within a reasonable time if no time is specified the Company may either:
- (a) refuse to accept such Products and terminate the Order;
 - (b) return at the Supplier's risk and expense any of the Products already delivered which cannot be effectively and commercially used by reason of non-delivery of the Products undelivered and recover from the Supplier any monies paid by the Company in respect of such Products; and
 - (c) recover from the Supplier any additional expenditure reasonably incurred by the Company in obtaining other Products in replacement of those in respect of which this Contract has been determined; or
 - (d) require the Supplier to ship the Products by the most expeditious means of transportation whereupon any additional transportation charges in excess of those which would apply for the usual means of transportation shall be for the account of the Supplier. Materials specified in the Order must not be substituted without the Company's prior written permission.

13 ROYALTIES AND PATENTS

The Supplier shall pay all royalties and fees on copyrighted or patented articles, processes and registered designs. The Supplier shall indemnify the Company from and against all claims and expenses in respect of any such royalties and fees and against any actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any copyright, patent, registered design, design right, trade mark or trade name by the use or sale of the Products and against all costs and damages which the Company may incur in any action for such infringement or for which the Company become liable in any such action.

14 RIGHTS IN DESIGN

Design rights in any items or processes developed under this Contract and paid for by the Company shall become the property of the Company.

15 COPYRIGHT AND CONFIDENTIALITY

The Supplier agrees to treat in confidence all specifications, drawings and technical descriptions supplied by the Company or created by the Supplier in connection with the Order ("Information"). The Supplier acknowledges that it owns no copyright or other intellectual property rights in the Information.

16 TERMINATION

- 16.1 Without prejudice to any other remedies that it may have, the Company shall have the right to terminate this Contract subject to a thirty (30) day notice period.
- 16.2 Notwithstanding the aforementioned either party may terminate forthwith this Contract by notice in writing in the event that:
- (a) the other party has committed an irremediable material breach of this Contract;
 - (b) the other party has committed a remediable material breach of this Agreement or persistent breaches hereof and continues such default for thirty (30) days after written notice thereof has been given to such party with a request that such material breach or such persistent breaches are rectified and no such rectification takes place; or
 - (c) either party becomes or is deemed to be insolvent (within the meaning of the Insolvency Act 1986), or ceases or threatens to cease to trade, or compounds with its creditors, or commits an act of bankruptcy, or a bankruptcy petition or bankruptcy order is presented or made in relation to the other party, or a resolution or petition to wind up the other party, or a resolution or petition to wind up the other party is passed or presented (otherwise than for a solvent reconstruction or amalgamation).
- 16.3 Without prejudice to any other remedies that it may have, the Supplier shall have the right to terminate this Contract subject to a ninety (90) day notice period.

- 16.4 The Supplier shall not be entitled to any compensation (whether for loss of goodwill or otherwise) as a result of the termination of this Contract in accordance with its terms.
- 16.5 The exercise of any of the rights granted by Company under this Clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Company.

17 NOTICE

Any notice to be given hereunder shall be in writing and shall be delivered or sent by post to the relevant party at its registered or principal office (or such other address as shall have been notified to the other party) and shall be deemed to have been given in the case of a notice which is delivered by hand when it is deposited at the appropriate address and in the case of a notice sent by post forty-eight (48) hours after the date on which a first-class registered letter including such notice is posted.

18 PROVISION OF SERVICES

In the event of the Order covering the Services to be carried out on the Company's premises or on other premises at the request of the Company then in such event the following Clauses shall apply:

- (a) the Services shall be carried out at the place and on the dates or within the time stated on the Order;
- (b) the Supplier shall obtain and shall act in accordance with the normal operating procedures, rules and regulations applying at the relevant premises; and
- (c) the Supplier, employees or agents whilst on such premises in connection with the Order shall in all respects conform to and comply with any requirements and instructions that may be given by an officer of the Company as to the method of carrying out the Services and the conduct of the Supplier, the employees or agents whilst engaged thereon

19 SUSTAINABLE PROCUREMENT PRINCIPLES AND ENVIRONMENTAL POLICY

- 19.1 The Company expects its suppliers to conduct their business relationships on a fair and ethical basis and in compliance with the Company's Core Principles of Sustainable Procurement (the "Principles"). The Company is also committed to reducing its impact on the environment and has set itself objectives for environmental performance. These objectives are set out in the UK Environmental Policy (the "Policy") and the Company expects its suppliers to adhere to the Policy and the objectives to reduce its environmental impact.
- 19.2 The Principles and the Policy are set out on the website pages with the following web addresses (or such other web addresses as may replace these from time to time):

- https://www.capgemini.com/wp-content/uploads/2017/07/engagement_supplier_standards_of_conduct.pdf
- <http://www.uk.capgemini.com/resources/capgemini-uk-environmental-policy-statement>
- <http://www.capgemini.com/about/corporate-responsibility/environmental-sustainability>

The Company may revise the Principles and/or the Policy at any time by amending the website pages. The Supplier shall check the website from time to time to take notice of any changes that the Company has made.

- 19.3 The Supplier warrants and represents that the Supplier, its suppliers, third parties and subcontractors utilised for the fulfilment of this Contract shall at all times comply with the Principles and the Policy and shall notify the Company as soon as possible in the event that the Supplier, its suppliers, third parties or subcontractors breach the Principles or the Policy.
- 19.4 Supplier shall review its compliance and the compliance of its suppliers, third parties and subcontractors utilised for the fulfilment of this Contract with the Principles and the Policy periodically whilst continuing to provide any goods or services to the Company. Any negative changes to Supplier compliance and/or the compliance of its suppliers or subcontractors with the Principles and/or the Policy must be notified immediately to Company.
- 19.5 Supplier acknowledges that any breach of this Clause 19 shall constitute a material breach of this Contract and, notwithstanding any other terms of this Contract, the Company may recover any and all losses, including reputational and related losses, arising out of or in connection with such breach.
- 19.6 Supplier shall, at no charge to the Company, promptly answer any questions or requests for information issued by Capgemini to enable Capgemini to assess Supplier's compliance with the Principles and the Policy and/or

promptly complete and return any surveys issued by Capgemini regarding the Principles and the Policy.

20 ANTI-CORRUPTION AND ANTI-BRIBERY

- 20.1 For the purposes of this Clause 20:
- (a) the term “Associated Person” shall have the meaning given to it in the Bribery Act 2010 (the “Act”); and
 - (b) the term “Adequate Procedures” shall mean policies and procedures which a Party reasonably believes would provide it with a defence to an offence under section 7(1) of the Act as such defence is set out in section 7(2) of the Act (with reference to any guidance issued under section 9 of the Act).
- 20.2 Each party shall:
- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (including the Act) in all jurisdictions applicable to the performance of the Services by the Supplier and the receipt of the Services by the Company (“Relevant Requirements”);
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Act whether or not such activity, practice or conduct had been carried out in the United Kingdom;
 - (c) have and shall maintain in place at all times Adequate Procedures and shall ensure compliance by Associated Persons with the Relevant Requirements and Clause 20.2(b), and shall enforce their provisions where appropriate;
 - (d) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of its obligations under this Contract. The Supplier shall use the process set out Clause 20.3 below; and
 - (e) from time to time, at the reasonable request the other party, confirm in writing to the other party that it has complied with its undertakings under Clauses 20.2(a) to 20.2(d) and shall provide any information reasonably requested by the other party to evidence such compliance, including reasonable details of its adequate procedures.
- 20.3 In accordance with Clause 20.2(d), where the Supplier becomes aware at any time of any requests from Associated Persons of the Supplier or the Company, which it considers could be in breach of the Relevant Requirements it shall immediately report such concerns to the Company’s UK Ethics and Compliance Officer at the email address: ethics.uk@capgemini.com.
- 20.4 Each party acknowledges that any breach by it of this Clause 20 shall constitute a material breach of this Contract.

21 GENERAL

- 21.1 No failure, delay or indulgence on the part of either party in exercising any power or right under this Contract shall operate as a waiver of such power or right.
- 21.2 The Supplier shall not without the written consent of the Company announce or publicise that the Supplier supplies Products to, or carries out the Services for the Company.
- 21.3 The Supplier warrants that the design, construction and quality of Products to be supplied comply in all respects with all relevant requirements of any statute, statutory rule or order, or other instrument having the force of law which may be in force at the time when the same are supplied.
- 21.4 The Supplier shall not without the prior written consent in writing of the Company assign or transfer this Contract or part of it to any other person except as part of a company amalgamation or reconstruction where the amalgamated or reconstructed company agrees to comply with this Contract in full.
- 21.5 The Supplier shall not without the consent in writing of the Company sub-let or sub-contract this Contract or any part thereof other than for materials, minor details or for any part of the Products of which the makers are named in the Order or the Specification but this shall not prevent the Supplier sub-letting part of this Contract to any Company which is a member of the group to which the Supplier belongs. Any such consent shall not relieve the Supplier of any of its obligations under this Contract.
- 21.6 The rights and remedies of the Company set forth in this Contract are not exclusive and are in addition to all other rights and remedies of the Company.
- 21.7 No condition or reservation printed in any letter or other communication from the Supplier shall be incorporated in this Contract unless agreed in writing by the Company.
- 21.8 Clause headings are inserted for convenience of reference only and shall have no effect in interpreting these Conditions.
- 21.9 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 21.10 The Company and the Supplier agree that nothing in this Contract is intended expressly or by implication or other inference to purport to confer a benefit or right of action upon any third party. No such third party (whether or not in existence at the date of execution of this Contract) is named or described herein. The parties therefore intend that this Contract shall expressly exclude the Contract (Rights of Third Parties) Act 1999 (and any subsequent supplemental or modifying legislation) to the fullest extent permissible at law.

- 21.11 Where the Supplier issues a purchase order/delivery note/invoice to the Company relating to the Products, the Supplier agrees that the terms of such purchase order/delivery note/invoice shall not apply and such purchase order/delivery note/invoice shall be accepted by the Company for the sole purpose of referencing invoices and Purchase Order Numbers.
- 21.12 This Contract shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

22 MODERN SLAVERY

- 22.1 The supplier represents and warrants that:
- (a) it has not been and is not engaged in any practices involving the use of child labour; forced labour, the exploitation of vulnerable people, or human trafficking (“slavery and human trafficking”);
 - (b) its employees and agency workers are paid in compliance with all applicable employment laws and minimum wage requirements; and;
 - (c) it will take reasonable steps to prevent slavery and human trafficking in connection with the Supplier’s business; and
 - (d) it will comply with the Capgemini Supplier Code of Conduct https://www.capgemini.com/wp-content/uploads/2017/07/engagement_supplier_standards_of_conduct.pdf as updated from time to time by the Company.
- 22.2 The supplier agrees to respond to all requests for information required by the Company for the purposes of completing the Company annual anti-slavery and human trafficking statement as required by the UK’s Modern Slavery Act 2015.
- 22.3 The Supplier will permit the Company and its third party representatives, on reasonable notice during normal business hours, but without notice if there is reasonable grounds to suspect an instance of slavery and human trafficking, to access and take copies of the Supplier’s records and any other information held at the Supplier’s premises and to meet with the Supplier’s personnel and more generally to audit the Supplier’s compliance to the obligations under this Clause 22. The Supplier shall give all necessary assistance to the conduct of such audits during the term of this contract.
- 22.4 The Supplier will adopt modern slavery provisions in its contracts with suppliers.
- 22.5 Any breach of this Clause 22 will entitle the Company to immediately terminate the contract.