

## 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 24 set out herein.

“**Deemed Employer**” means the “deemed employer” as defined in the IR35 Legislation.

“**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.

“**IR35 Assessment**” means the statutory requirement in accordance with the IR35 Legislation to assess whether an assignment involving a worker engaged via an intermediary will fall inside or outside the IR35 Legislation.

“**IR35 Legislation**” means the legislation concerning off payroll working set out in Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 (as may be amended from time to time) and any other legislation or secondary legislation dealing with the tax and national insurance contributions treatment of workers whose services are provided via intermediaries as in force throughout the duration of this Agreement.

“**Order**” means the purchase order along with its Purchase Order Number, 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 Order number generated by GPS and issued to the Supplier comprising 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.

“**Status Determination Statement**” a statement in writing by the Sub-Contractor setting out the outcome of the Sub-Contractor’s IR35 Assessment of an assignment involving a worker engaged via an intermediary and the reasons the Sub-Contractor reached the determination it has in relation to the worker’s employment status for the purposes of the IR35 Legislation.

“**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.

“**E-invoicing Tool**” means third party e-invoicing portal identified at <https://www.capgemini.com/gb-en/corporate-responsibility/payment/> that enables Suppliers to submit invoices electronically.

## 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

- 4.1 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

- 5.1 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

- 6.1 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 satisfactory receipt of the Supply by the Company 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 receipt of the Products by Company in accordance with Clause 7.1.

## 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 IR35 AND TAX ISSUES**

- 10.1 The Supplier acknowledges that, in the provision of Products or Services it is the Deemed Employer and end user client for the purposes of the IR35 Legislation and that it will carry out IR35 Assessments and issue a Status Determination Statements to all workers and other relevant parties within the supply chain where required to do so. The parties agree that the Company is not a Deemed Employer or an end user client for these purposes, and the Supplier will indemnify the Company against all and any liability, assessment or claim together with all costs and expenses and any penalty, fine or interest incurred or payable or paid by the Company in connection with or in consequence of any failure by the Supplier (or any of the parties in its supply chain) to comply with its or their obligations under the IR35 Legislation (including those in respect of being a fee payer).
- 10.3 The Supplier will, as far as is required by law, be responsible for and will account to the appropriate authorities for all income tax liabilities and national insurance or similar contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with fees paid and/or benefits provided as a result of the performance of the Services and/or any payment or benefit received by any individual in respect of the Services.
- 10.4 If any claim, assessment or demand is made against the Company for payment of income tax or national insurance contributions or other similar contributions due in connection with either the performance of the Services or any payment or benefit received by the Supplier and/or an individual or other entity in respect of the Services, the Supplier will indemnify the Company against any liability, assessment or claim together with all costs and expenses and any penalty, fine or interest incurred or payable or paid by the Contractor in connection with or in consequence of any such liability, assessment or claim.

## **11 PRICE AND PAYMENT**

- 11.1 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.
- 11.2 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.
- 11.3 Supplier agrees that Company will have no liability to make payments in respect of invoices submitted after one (1) year from the date of Company's issuance of an Order.
- 11.4 If either Party fails to make any payment under the Contract on or before the due date, the Party entitled to payment may charge interest at the rate of one (1) per cent per annum above the base rate from time to time of the Bank of England on the outstanding amount from the day after the due date until the date of payment (both before and after judgment) and it will accrue (but not compound) from day to day. The Parties agree that such interest rate is in substitution for any statutory interest that may be applicable to the Contract in question and both it and the payment period set out in Clause 11.1 are fair and reasonable.

## **12 INVOICES**

- 12.1 The Supplier must submit invoices promptly and 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.
- 12.2 The Supplier shall comply with the Company's purchase Order mandatory rule whereby Orders are deemed valid only if they include a Purchase Order Number as further described within the Capgemini Supplier Standards of Conduct and Compliance Management Requirements, a link to which is herein contained in Clause 23.1(c).
- 12.3 Any Supplier invoices received by the Company more than 30 days after the invoice date shall be rejected by the Company and returned to the Supplier. Where such arises, the Supplier must re-submit all applicable invoices to the Company with the invoice date being updated to the most current invoice submission date to the Company. This aforementioned also applies where the original invoice has been rejected by the Company due to Supplier not complying with the Company's purchase Order mandatory rule detailed in clause 12.2. The Company will accept no additional charges whatsoever.
- 12.4 Unless otherwise agreed in writing by Company, Supplier shall ensure that all invoices for the Supply provided are issued to Company electronically via E-invoicing Tool. For the avoidance of doubt, any charges levied by the

E-invoicing Tool provider are to be incurred by the Supplier. The Company will only pay invoices that can be referenced to valid Purchase Order Number. 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.

## **13 DELIVERY AND ACCEPTANCE**

- 13.1 The Products shall be delivered by the Supplier or dispatched for delivery to the delivery address specified in the Order or as subsequently agreed in writing.
- 13.2 Each package shall:
- be labelled with the Company's Purchase Order Number;
  - set out the complete forwarding address;
  - contain an itemised packing slip; and
  - 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.
- 13.3 No charges will be allowed for packing, crating, freight, express delivery or postage unless specified in the Order.
- 13.4 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:
- refuse to accept such Products and terminate the Order;
  - 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
  - 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
  - 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.

## **14 ROYALTIES AND PATENTS**

- 14.1 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.

## **15 RIGHTS IN DESIGN**

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

## **16 COPYRIGHT AND CONFIDENTIALITY**

- 16.1 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.

## **17 TERMINATION**

- 17.1 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.
- 17.2 Notwithstanding the aforementioned either party may terminate forthwith this Contract by notice in writing in the event that;
- the other party has committed an irremediable material breach of this Contract;
  - 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).
- 17.3 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.
- 17.4 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.
- 17.5 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.

## 18 NOTICE

- 18.1 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.

## 19 PROVISION OF SERVICES

- 19.1 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:
- the Services shall be carried out at the place and on the dates or within the time stated on the Order;
  - the Supplier shall obtain and shall act in accordance with the normal operating procedures, rules and regulations applying at the relevant premises; and
  - 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

## 20 SUSTAINABLE PROCUREMENT PRINCIPLES AND ENVIRONMENTAL POLICY

- 20.1 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.
- 20.2 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/gb-en/corporate-responsibility/responsible-business-practices/ensuring-the-group-makes-progress/our-core-principles-of-sustainable-procurement/>

<https://www.capgemini.com/gb-en/resources/capgemini-uk-environmental-policy-statement/>

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.

- 20.3 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.
- 20.4 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.

- 20.5 Supplier acknowledges that any breach of this Clause 20 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.
- 20.6 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.

## 21 ANTI-CORRUPTION AND ANTI-BRIBERY

- 21.1 For the purposes of this Clause 20:
- the term "Associated Person" shall have the meaning given to it in the Bribery Act 2010 (the "Act"); and
  - 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).
- 21.2 Each party shall:
- comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (including but not limited to 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");
  - 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;
  - 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;
  - 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
  - from time to time, at the reasonable request of 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.
- 21.3 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](mailto:ethics.uk@capgemini.com).
- 21.4 Each party acknowledges that any breach by it of this Clause 20 shall constitute a material breach of this Contract.

## 22 GENERAL

- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 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.
- 22.5 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.



- 22.6 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.
- 22.7 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.
- 22.8 Clause headings are inserted for convenience of reference only and shall have no effect in interpreting these Conditions.
- 22.9 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.
- 22.10 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.
- 22.11 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.
- 22.12 If an Order governed by these terms is also governed by any other terms provided by the Company and agreed between the parties and there is any conflict or inconsistency between the terms, those of the other agreement shall prevail.
- 22.13 This Contract shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

## **23 MODERN SLAVERY**

- 23.1 The supplier represents and warrants that:
- 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”);
  - its employees and agency workers are paid in compliance with all applicable employment laws and minimum wage requirements; and;
  - it will take reasonable steps to prevent slavery and human trafficking in connection with the Supplier’s business; and it will comply with the <https://www.capgemini.com/gb-en/resources/capgemini-supplier-standards-of-conduct-compliance-management-requirements/>
  - Modern Slavery Statement: <https://www.capgemini.com/gb-en/resources/modern-slavery-transparency-statement/> as updated from time to time by the Company.
- 23.2 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.
- 23.3 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 23. The Supplier shall give all necessary assistance to the conduct of such audits during the term of this contract.
- 23.4 The Supplier will adopt modern slavery provisions in its contracts with suppliers.
- 23.5 Any breach of this Clause 23 will entitle the Company to immediately terminate the contract.

## **24 DATA PROTECTION**

- 24.1 Each party warrants that it has complied and will continue to comply with their corresponding obligations under any applicable data protection laws that may apply in the context of the Contract and these Conditions and in particular (i) the EU General Data Protection Regulation (GDPR) n° 2016/679 relating to the processing of Personal Data; (ii) the EU Directive n° 95/46 on the protection of individuals with regard to the processing of Personal Data (EU Data Protection Directive) (iii) any implementing laws of the GDPR or the EU Data Protection Directive; and (iv) any laws or regulations relating to the processing of Personal Data applicable during the term of the Contract and these Conditions.