

## Terms and Conditions

The following terms and conditions and those specified on the face of this Purchase Order shall govern the purchase of all goods ("Goods") and services ("Services") covered by this Purchase Order.

### 1. Offer and Acceptance.

This Purchase Order constitutes an offer by Buyer to purchase the Goods or Services specified. This offer may be accepted by Seller within fifteen (15) days of the date of this Purchase Order by either, (a) return of an executed acknowledgement copy of this Purchase Order, or (b) receipt by Buyer of Goods or Services conforming in all respects to the terms and conditions set forth herein. If acceptance has not occurred within fifteen (15) days then the offer to purchase shall (unless extended in writing signed by Buyer) expire. Buyer reserves the right to revoke this offer at any time prior to its acceptance. Seller may not, through acceptance, alter or vary the terms contained in a Purchase Order. Any such alterations shall constitute a counteroffer by Seller, which shall not be binding on Buyer unless such alterations are accepted in writing by Buyer.

### 2. Goods Shipment, Packaging and Packing

(a) Seller shall properly package and pack Goods to ensure Goods are not damaged or destroyed during shipment. Each shipment shall be labelled clearly with Buyer's applicable Purchase Order number(s), part number(s) and quantities, and shall contain a packing list for each Purchase Order, detailing line items and quantities in accordance with such Purchase Order. (b) THE TIME(S) AND DATE(S) OF DELIVERY SET FORTH IN THIS PURCHASE ORDER ARE OF THE ESSENCE. Seller shall notify Buyer immediately when Seller has knowledge of any potential delay in delivery. Seller shall not, without the prior agreement of the Buyer, deliver Goods to Buyer prior to the time and date for delivery specified in this Purchase Order. If Seller does so, Buyer may refuse delivery of such Goods and Seller shall be obligated to redeliver such Goods in accordance with the time and date for delivery set forth herein. In the event that Buyer elects to keep Goods which are delivered early, payment for such Goods will be due as if Seller had delivered Goods as required by this Purchase Order. Unless otherwise indicated on the face hereof, delivery shall be FOB to the destination identified by Buyer. (c) Title to and risk of loss in respect of the Goods shall pass to Buyer upon delivery of such Goods to the location designated by Buyer and, if Seller is required to install and/or test the Goods under this Purchase Order, completion of installation and testing of such Goods by Seller. Seller agrees that It shall convey title to such Goods to Buyer free and clear of all liens, encumbrances and claims of any nature whatsoever. Upon delivery of the Goods, Seller shall, at Buyer's written request, provide Buyer with evidence reasonably satisfactory to Buyer that all security interests or liens in and to the Goods have been released or waived. (d) Seller shall be responsible for ensuring that the quantity of Goods delivered is consistent with the quantity requested in this Purchase Order. If the quantity delivered varies from the quantity ordered, Buyer shall not be obligated to (but may, at its election) accept delivery thereof, and Seller shall remain responsible for satisfaction of the unfulfilled portion of this Purchase Order. In any such event, Buyer shall only pay for the quantities of Goods actually delivered.

### 3. Invoices and Payment.

(a) Buyer shall pay to Seller the price set forth in this Purchase Order for the Goods or Services delivered in accordance with the terms of this Purchase Order. Seller shall deliver to Buyer an invoice in respect of such Goods or Services. Each invoice shall set forth or contain (i) a description of the Goods or Services, (ii) the locations to which such Goods or Services were delivered and the date of delivery; and (iii) the price for all such Goods or Services. Payment of the price for Goods or Services (less any credits to which Buyer is entitled) shall be made in accordance with the payment terms on the face of this Purchase Order, measured from the later of (1) the date of delivery of the invoice, or (2) acceptance by Buyer of the Goods or Services. Subject to paragraph (b) below, Seller shall have the right to charge interest on any amounts not paid by Buyer when due at the annual rate of 2% above the base lending rate from time to time of Barclays Bank plc, from the date due until paid. (b) Buyer may withhold payment of an invoice in whole or in part in the event of any (i) breach by Seller of any part of this Purchase Order, or (ii) lien, claim or other liability asserted against Buyer or the Goods or Services. Buyer shall have the right to retain, an amount sufficient (as reasonably determined by Buyer) to completely protect Buyer from damage resulting therefrom, until the lien, claim or liability has been resolved to the satisfaction of Buyer. (c) The charges

under this Purchase Order are exclusive of VAT and Buyer shall be responsible for VAT and any applicable sales taxes (subject to a valid tax invoice) resulting from Buyer's purchase of the Goods or Services.

#### **4. Inspection and Acceptance**

(a) Buyer or its agent shall be permitted to inspect and conduct appropriate tests on the Goods or Services, and shall be entitled to reject any Goods or Services which do not meet the requirements of this Purchase Order and any applicable specifications, drawings, samples and descriptions referred to in this Purchase Order. Buyer's acceptance, deemed acceptance or use of Goods or Services shall not relieve Seller of its obligations in respect of the quantity, quality, specifications, or Seller's warranty relating to such Goods or Services. Buyer may within sixty (60) days after delivery, return non-conforming Material to Seller for (at Buyer's option) a credit, refund of purchase price or replacement of the affected Goods or Services, with Seller bearing all costs and risk of loss. Seller shall authorize the return of non-conforming Goods within twenty four (24) hours of notification of rejection by Buyer. (b) Seller hereby authorizes Buyer to perform source inspection and process control audits at Seller's facilities, but this shall in no way relieve Seller of its obligation to deliver conforming Goods or constitute a waiver of Buyer's right of rejection of the Goods or Services as permitted hereunder.

#### **5. Warranty**

(a) Seller warrants that it is entitled to sell the Goods and Services and that all Goods and Services delivered under this Purchase Order shall conform to the specifications, drawings, samples and descriptions referred to in this Purchase Order. Seller further warrants that all Goods delivered and installed (if applicable) hereunder shall be new and of good quality and fit for purpose, and free from defects in material and workmanship for the greater of (i) the duration of Seller's standard warranty respecting such Goods, or (ii) 1 year after acceptance of the Goods by Buyer. (b) In the event of a breach any of the foregoing warranties, Seller shall replace the affected Goods or Services at Seller's expense, and Seller shall reimburse Buyer for the reasonable and actual costs incurred. Seller shall be permitted to test the allegedly defective Goods, or to evaluate the performance of the Services, to confirm the alleged defect. (c) Except as set out in this Purchase Order, all conditions, warranties and representations concerning the Goods or Services, whether express or implied, are excluded to the fullest extent permitted by law.

#### **6. Termination for Cause.**

(a) The occurrence of any of the following constitutes a breach of this Purchase Order by Seller and shall give Buyer the right to terminate this Purchase Order upon written notice to Seller, (i) Seller fails to deliver and install (if applicable) Material or perform the Services on time, (ii) Goods or Services do not conform to the applicable descriptions or specifications, (iii) Seller fails to perform any material provision of this Purchase Order, (iv) Seller assigns or transfers this Purchase Order, or any rights or obligations under this Purchase Order without the prior written consent of Buyer, or Seller undergoes a transfer of a controlling ownership interest in Seller or a merger with any unaffiliated third party, and (v) Seller becomes insolvent or makes an assignment for the benefit of creditors, or an administrator, receiver or similar officer is appointed to take charge of all or part of Seller's assets. (b) Except in the case of late delivery under 6.(a)(i), or for breach of any part of section 12, for which there shall be no remedy period, Seller must remedy any breach, within thirty (30) days after receipt of a notice to remedy from Buyer. If Seller fails to so remedy, Buyer may terminate this Purchase Order immediately upon written notice, and Buyer shall have no liability except for payment of any balance due for conforming Material or Services delivered and accepted before the date of termination hereof.

#### **7. Termination for Convenience.**

Buyer shall have the right to terminate this Purchase Order in whole or in part at any time upon written notice to Seller. Upon notice of termination, Seller shall stop work as directed by Buyer. In the event of a termination relating to Goods, Seller shall promptly, but in no event later than thirty (30) days from the effective date of termination, submit a claim in writing to Buyer in respect of such termination. Such claim shall be limited to the actual verifiable costs incurred by Seller in respect of the terminated portion of the Purchase Order (excluding any charges for interest or Goods or parts which Seller is able to deliver or divert to other Purchase Orders of Seller) up to a maximum of the pro rata portion of the price for the Purchase Order that is terminated. In no event will Seller be paid anticipatory or loss of profits. All completed or partially completed items and all Goods for which compensation is paid to Seller upon termination shall

become the property of Buyer. No termination charge shall be due in the event of a termination of a Purchase Order for rendition of Services by Seller.

**8. Indemnity.**

Seller shall defend, at its expense, any claim against Buyer alleging that Goods or Services provided under this Purchase Order, or any part thereof, infringes on any patent, copyright, trademark, trade secret or other intellectual property interest in any country and shall pay all costs and damages awarded, if Seller is notified promptly in writing of such a claim. If an injunction against Buyer's or Buyer's customer's use, sale, lease, license, or other distribution of the Goods or use of the Services or any part thereof results from such a claim (or, if Buyer reasonably believes such an injunction is likely), Seller shall, at its expense (and in addition to the Seller's other obligations, hereunder) and as Buyer requests obtain for Buyer and/or Buyer's customers the right to continue using, selling, leasing, licensing or otherwise distributing the Goods or Services; or replace or modify the Goods or re-perform the Services so they become non-infringing but functionally equivalent.

**9. Insurance.**

Prior to the delivery of the Goods or Services, Seller shall procure and thereafter maintain, insurance in respect of all risks for which it would be prudent for the Seller to insure against including, without limitation, liability for services provided, or death or injury to any person and damage to property arising from or growing out of Seller's operations in connection with the performance of this Purchase Order. The level of insurance will be kept under review to ensure its adequacy and shall, in any event be for the following minimum amounts:

<b>COVERAGE</b>	<b>LIMITS</b>
Commercial General Liability	\$2,000,000* General/Aggregate \$2,000,000* Products/Completed Operations Aggregate \$1,000,000* Combined Limit/Each Occurrence
Motor Vehicles (owned, hired and non-owned vehicles)	Fully Comprehensive
Employer's Liability	In accordance with applicable law.
Professional Indemnity	\$1,000,000* General/Aggregate

\*or equivalent in local currency

If requested, Seller shall provide evidence of insurance prior to delivery of Goods or Services in a form reasonably required by Buyer. Buyer and any other parties reasonably requested by Buyer shall be listed as additional insureds under the foregoing Commercial General Liability and Comprehensive Automobile Liability insurance policies, and Seller shall cause its insurance carrier to waive all rights of subrogation against Buyer on the policies listed above. Seller shall require all authorized subcontractors to carry insurance coverage similar to that described above.

**10. Confidential Information and Advertising**

- (a) Seller shall maintain as confidential and shall not disclose to any third party, nor use for purposes other than performance of this Purchase Order, any of Buyer's specifications, drawings, blueprints, data, business information, or other confidential information which Seller learns by virtue of this Purchase Order. Upon termination of this Purchase Order, Seller shall promptly return to Buyer all such information and all copies thereof.
- (b) Without Buyer's prior written consent, Seller shall not in any manner disclose, advertise, or publish the existence or terms of, or transactions under, this Purchase Order. No joint press releases shall be issued respecting this Purchase Order.

**11. General**

- (a) The provisions of this Purchase Order may be amended only by a written instrument signed by authorized representatives of both parties. No language on a party's pre-printed forms shall (except as otherwise expressly stated herein) amend, modify, control or otherwise affect this Purchase Order.

(b) Any failure by Buyer or Seller to enforce any rights under this Purchase Order, shall not constitute a waiver of such rights. (c) Seller is an independent contractor and not an agent or employee of Buyer. Without limiting the foregoing, Seller is not authorized to represent or make any commitments on behalf of Buyer, and Buyer expressly disclaims any liability therefor. (d) All rights and remedies conferred by this Purchase Order, by any other instrument, or by law are cumulative and may be exercised singularly or concurrently. If any provision of this Purchase Order is held invalid by any law or regulation of any government or by any court, such invalidity shall not affect the enforceability of other provisions herein. This Purchase Order shall be governed by and interpreted in accordance with the laws of England. (e) This Purchase Order, including all attachments hereto, constitutes the entire agreement and understanding of the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Purchase Order. The parties acknowledge that they have not been induced to enter into this Purchase Order by any representation or warranty, other than as contained in the Purchase Order, and the parties shall have no right or remedy in respect of any representation, assurance or warranty (whether made negligently or innocently) other than as set forth in this Purchase Order.

## **12. Anti-Bribery**

12.1 Supplier will not, and nor will any of its officers, employees, shareholders, representatives, sub-suppliers or agents, directly or indirectly, offer, give or agree to offer or give (either itself or in agreement with others) any payment, gift or other advantage, or engage in any activity, practice or conduct with respect to any matters which are the subject of the Agreement or any Statement of Work which: (i) would violate any applicable anti-corruption laws, statutes, regulations and codes relating to anti-bribery and anti-corruption applicable to Supplier or Buyer and its Affiliates; (ii) is intended to, or does, influence any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept; (iii) is made to or for a public official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business; or (iv) a reasonable person would otherwise consider to be unethical, illegal or improper in accordance with industry standards and generally accepted good faith business practices.

12.2 Supplier shall: (i) have and shall maintain at all times an anti-bribery compliance policy which sets out its internal monitoring, control, due diligence and recordkeeping procedures determined by Vendor to be adequate to minimize the risk of any offence being committed by it under applicable anti-corruption laws, and will provide a copy of its anti-bribery compliance policy to Buyer upon request; (ii) comply with, and ensure that all of its employees, sub-suppliers and agents comply with the terms of its anti-bribery compliance policy; and (iii) ensure that any third party associated with Supplier who is performing services in connection with the Agreement or any Statement of Work does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Supplier in this clause.

## **13. Security Standard Compliance**

Seller shall comply with the Buyer's Supplier Security Standards found at:  
<https://www.lumen.com/en-us/about/doing-business-with-lumen.html>

## **14. Slavery and Human Trafficking**

In performing its obligations under the Agreement, Contractor shall, and shall ensure that each of its subcontractors shall, comply with all applicable laws in respect of human slavery, including but not limited to the UK Modern Slavery Act 2015. Without limiting the foregoing, Contractor shall: (i) implement due diligence procedures for its own supplier, subcontractors and other participants in its supply chains to ensure there is no slavery or human trafficking in its supply chains, and ensure that any Contractor subcontractor do the same; (ii) notify Buyer as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Agreement; (iii) maintain an appropriate set of records to trace the supply chain of all Products and Services provided to Buyer under the Agreement; and (iv) comply with any reasonable request made by Buyer to ensure compliance with the measures mentioned in this section 14. Contractor shall indemnify and keep indemnified Buyer against any losses, liabilities, damages, costs (including any penalties, fines and legal fees and expenses) incurred by or awarded against Buyer as a result of Contractor's breach of this Section 14.