

# Terms and Conditions of Purchase

## 1. DEFINITIONS

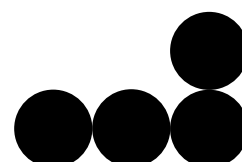
In these terms and conditions:

- "Agreement" means the Order and these terms and conditions.
- "GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data.
- "Goods" means all goods provided by the Supplier under the Agreement, including all goods provided to Aberdeen in the course of providing the Services.
- "Order" means the order for the supply of Goods or the provision of Services given by an authorised representative of Aberdeen, by the issue of an order form by Aberdeen, by Aberdeen's acceptance of a quotation or tender or otherwise.
- "Personal Data" and "Processing" have the meanings given to them in the GDPR (and "Process" and "Processed" shall be construed accordingly).
- "Price" means the price for the Goods and/or Services, agreed by the parties at the time of the Order.
- "Policies" means Aberdeen's Global Third Party Code of Conduct (available at - <https://www.aberdeenplc.com/docs?editionId=7de4207e-1456-49d3-8842-8e106a305c1e> and any Aberdeen policy that Aberdeen and the Supplier agree shall apply.
- "Security Requirements" means the requirements regarding the security of Personal Data set out in applicable data protection laws including, as appropriate, the measures set out in Article 32(1) of the GDPR.
- "Services" means services to be provided to Aberdeen by the Supplier in accordance with the Order, including the delivery or repair of the Goods.
- "Aberdeen" means Aberdeen Corporate Services Limited, registered number SC271355 and having its registered office at 1 George Street, Edinburgh EH2 2LL, or any other member of the Aberdeen Group which purchases Goods or Services from the Supplier.
- "the Aberdeen Group" means Aberdeen Group plc, registered number SC286832 and having its registered office at 1 George Street, Edinburgh EH2 2LL and each of its subsidiary companies (as defined in section 1159 of the Companies Act 2006) from time to time and a "member of the Aberdeen Group" shall be construed accordingly.
- "Supplier" means the party with whom Aberdeen has placed the Order.
- "Supplier's Personnel" means all employees, workers, agents and consultants of the Supplier and of any approved sub-contractors who are engaged in the provision of the Services from time to time.

## 2. SCOPE

- a) Acceptance of the Order constitutes acceptance of these terms and conditions which will prevail over any terms put forward by the Supplier. Where the Aberdeen Group's relationship with the Supplier in respect of the Services is already governed by an existing master contract, the terms of such a master contract should prevail over these terms and conditions. No conduct by Aberdeen or any of its employees, agents or sub-contractors will be deemed to constitute acceptance of any terms put forward by the Supplier.
- b) Aberdeen engages the Supplier to provide the Goods and/or Services in accordance with this Agreement. In consideration of the Price, the Supplier will carry out the Services and/or provide the Goods.

## 3. DELIVERY/PERFORMANCE



- a) Delivery of the Goods or performance of the Services will be:
  - i. made at the location specified in the Order or otherwise specified in writing by Aberdeen; and
  - ii. made on the date and at the time specified in the Order, unless agreed otherwise in writing by the parties.
- b) The Supplier shall:
  - i. perform the Services with reasonable skill, care and diligence in a good and workmanlike manner, in line with good industry practice;
  - ii. comply with the Policies and procure that the Supplier's Personnel comply with the Policies when performing the Services and accessing Aberdeen's premises and IT systems or those of a member of the Aberdeen Group; and
  - iii. ensure that the Goods are free from defects in workmanship, installation and design, and are fit for purpose, conforming to applicable specifications and legal requirements and the provisions of the Order.
- c) In relation to the Supplier's Personnel, the Supplier shall:
  - i. to the extent that any of the Supplier's Personnel shall access the systems or be on the premises of Aberdeen or a member of the Aberdeen Group performing any part of the Services, carry out any vetting checks as reasonably requested by Aberdeen;
  - ii. ensure that they are suitably qualified, adequately trained and capable of providing the applicable Services; and
  - iii. ensure that they comply with all lawful directions of Aberdeen.

#### 4. TITLE AND RISK

- a) Title to the Goods will pass to Aberdeen upon the earlier of payment or delivery. The Goods will be at Aberdeen's risk from the time of delivery.
- b) Goods collected for repair will be at the Supplier's risk from the time of collection by the Supplier until the time at which the Goods so repaired are delivered to Aberdeen.

#### 5. QUANTITY

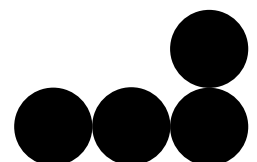
Aberdeen will not accept quantities that vary from those provided in the Order unless the Supplier has obtained Aberdeen's prior written consent.

#### 6. WARRANTIES

The Supplier warrants that:

- a) it has, and will maintain, all the rights, licences and permissions necessary to perform its obligations under the Agreement;
- b) it shall at all times comply with, and provide the Services in accordance with, all applicable laws;
- c) it shall observe the highest ethical standards in sourcing, supplying or providing Goods and/or Services to Aberdeen and in particular it shall comply with all laws on bribery, corruption and prohibited business practices;
- d) it has the corporate power and capacity to enter into and perform its obligations under this Agreement; and
- e) any computer hardware and software provided to Aberdeen or any member of the Aberdeen Group will be free from any computer viruses and other harmful software codes which may interrupt the business processes of Aberdeen or any member of the Aberdeen Group.

#### 7. RETURN/REPAIR/REJECTION OF GOODS



- a) If the Goods are not delivered on the date set out in the Order or agreed between the parties, or do not comply with the undertakings set out in Error! Bookmark not defined.3b)iii), then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, Aberdeen may exercise any one or more of the following rights and remedies:
  - i. to terminate the Agreement;
  - ii. to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
  - iii. to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;
  - iv. to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
  - v. to recover from the Supplier any costs incurred by Aberdeen in obtaining substitute goods from a third party; and
  - vi. to claim damages for any other costs, loss or expenses incurred by Aberdeen which are in any way attributable to the Supplier's failure to carry out its obligations under the Agreement.
- b) These terms and conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

## 8. PAYMENT

- a) All invoices must quote a Purchase Order number to ensure terms are met.
- b) Payment of the Price will be made within thirty (30) days from receipt of a valid invoice.
- c) Transport, package and delivery charges are included within the Price unless stated otherwise. Any additional charges must be agreed with Aberdeen before delivery/performance.
- d) Aberdeen reserves the right to withhold payment for the Services where, in its reasonable opinion, there has been a breach of a warranty set out at clause 3b).

## 9. SET-OFF

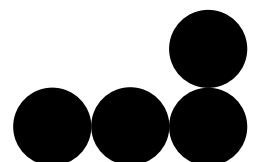
Aberdeen may apply any sums due to the Supplier under the Agreement in or towards payment of any sum owing by the Supplier to any member of the Aberdeen Group in relation to any matter whatsoever. In this clause 9 only, reference to the "Supplier" includes any subsidiary or holding company (as those terms are defined at section 1159 of the Companies Act 2006) of the Supplier.

## 10. INSURANCE

The Supplier will at all times until its obligations under the Agreement are performed maintain insurance cover with an insurance company of repute against all legal liability it may have to Aberdeen or any member of the Aberdeen Group under or in connection with the Agreement (however arising), and at any rate for no less than two million pounds (2,000,000 GBP) for every event of default. Whenever required by Aberdeen, the Supplier will produce evidence that it has complied with this obligation to insure.

## 11. INTELLECTUAL PROPERTY RIGHTS

- a) The Supplier hereby assigns to Aberdeen all intellectual property in all Goods except as set out in clause 11b).
- b) All intellectual property in any Goods which were created by the Supplier or on the Supplier's behalf before the effective date of the Order or independently of this Agreement will remain the property of the Supplier or its licensors. The Supplier licenses Aberdeen the right to use this intellectual property for any purpose in connection with its business. This licence continues after this Agreement has ended, is free of charge, and cannot be cancelled.



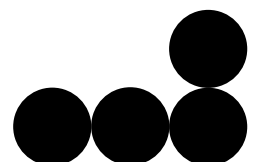
- c) At the request of Aberdeen, the Supplier will do all such things and sign all documents reasonably required to give effect to the assignment and licence of Goods it has granted under this clause 11.
- d) The Supplier hereby indemnifies Aberdeen against all losses, costs, liabilities and expenses (including legal fees) incurred by Aberdeen or any member of the Aberdeen Group in respect of claims that the Goods or anything done or provided by the Supplier in the course of provision of the Services infringes the intellectual property rights of any third party.
- e) Aberdeen shall retain ownership of all intellectual property rights in any materials, equipment, tools, drawings, specifications or data supplied by or on behalf of Aberdeen to the Supplier.

## 12. CONFIDENTIALITY

- a) Subject to clause 12b), neither party (the "receiving party") will divulge or communicate to any person (other than its employees, agents or sub-contractors on a need to know basis) any information that is either marked as confidential or reasonably determined to be of a confidential nature, including relating to the customers and business of the other party or any member of the other party's group of companies (the "disclosing party") and the receiving party will use all reasonable endeavours to prevent the unauthorised publication or disclosure of any such information.
- b) The receiving party will not be liable for any disclosure or communication of information which:
  - i. has become public through no fault of the receiving party, its employees, agents or subcontractors;
  - ii. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
  - iii. is required to be disclosed by law or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.

## 13. DATA PROTECTION

- a) If, in providing the Services, the Supplier needs to use, access, or otherwise Process any Personal Data on Aberdeen's behalf, the Supplier will:
  - i. use, access or otherwise Process the Personal Data only in accordance with Aberdeen's instructions;
  - ii. implement and maintain appropriate technical and organisational measures which are sufficient to comply with at least the requirements placed on Aberdeen by the Security Requirements;
  - iii. take all reasonable steps to ensure the reliability and integrity of any Supplier's Personnel who will have access to any Personal Data ("Staff"), and ensure that each member of Staff will have entered into an appropriate contractual agreement that requires them to keep the Personal Data confidential;
  - iv. not sub-contract any Processing of the Personal Data without Aberdeen's prior written consent;
  - v. not transfer the Personal Data outside the European Economic Area (which for the purposes of this Agreement includes the United Kingdom notwithstanding any departure of the United Kingdom from the European Economic Area) without Aberdeen's prior written consent;
  - vi. cease Processing (by way of secure destruction or return to Aberdeen) all copies of the Personal Data upon expiry or termination of this Agreement, except to the extent the Supplier is required to retain copies by applicable law;
  - vii. co-operate with Aberdeen and any regulator (including the ICO) when asked to demonstrate compliance with this clause 13;



- viii. assist Aberdeen in providing subject access and allowing data subjects (as defined in the GDPR) to exercise their rights under Chapter III of GDPR, including without limitation by notifying Aberdeen within five (5) days of receiving any data subject access request and providing any assistance reasonably required in connection with a data subject access request within ten (10) days; and
  - ix. assist Aberdeen in relation to notification of Personal Data Breaches (as defined the GDPR) and data protection impact assessments.
- b) The Supplier will notify Aberdeen immediately (and in any event, within twenty-four (24) hours), if the Supplier:
- i. becomes aware of any actual, suspected or "near miss" Personal Data Breach in connection with this Agreement; or
  - ii. considers that any of Aberdeen's instructions under clause 15a)(i) infringe any applicable data protection laws.

#### 14. TERMINATION

- a) Aberdeen may terminate the agreement at any time by giving thirty (30) days' written notice to that effect to the Supplier.
- b) Aberdeen may terminate the Agreement immediately on notice to the Supplier if:
  - i. the Supplier acts in continuing or material breach of the Agreement, and (if such breach is capable of remedy) fails to remedy such breach within fourteen (14) days of a request by Aberdeen so to do; or
  - ii. the Supplier is unable to pay its debts or enters into a compulsory or voluntary liquidation (except for the purposes of amalgamation or reconstruction), or convenes a meeting of its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of a debt, or ceases for any reason to carry on business.

#### 15. FORCE MAJEURE

Neither party will be liable for any delay in performing any of its obligations under the Agreement if such delay is caused by circumstances beyond the reasonable control of that party. The affected party will be entitled (subject to giving the other party full particulars of the circumstances in question and to using its best endeavours to resume full performance without delay) to a reasonable extension of time for the performance of such obligations. If any delay has not been resolved within four (4) weeks, the party not so delaying may terminate the Agreement immediately on written notice to the other.

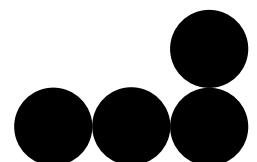
#### 16. EFFECT OF TERMINATION

In the event of termination of the Agreement:

- a) Aberdeen will make payment to the Supplier of all charges due up to the date of such termination, and/or the Supplier will refund to Aberdeen that part of the Price paid in advance for Goods and/or Services no longer to be provided as a result of such termination;
- b) any accrued rights or liabilities of either party will not be affected; and
- c) the coming into force or the continuance in force of any provision of the Agreement that is expressly or by implication intended to come into or continue in force on or after such termination (including clauses 1, 11, 12, 13, 16 and 24) will not be affected.

#### 17. WAIVER OF BREACH

Any waiver by either party of a breach of any provision of the Agreement will not be considered as a waiver of any subsequent breach of the same or of any other provision thereof.



## 18. ASSIGNMENT

- a) Aberdeen may at any time, without the prior consent of the Supplier, assign all or any part of the benefit of, or its rights and benefits under, the Agreement to any member from time to time of the Aberdeen Group.
- b) Other than as specified in clause 18a), neither party will assign all or any part of the benefit of, or its rights or benefits under, the Agreement.
- c) The Supplier shall not subcontract any obligations under the Agreement except with the prior written consent of Aberdeen. If Aberdeen consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

## 19. NOTICES

All notices which are required to be given under the Agreement will be in writing and will be sent to the address of the recipient specified in the Order or such other address as the recipient may designate by notice given in accordance with this clause 19. Any such notice may be delivered personally or by first class pre-paid letter or e-mail transmission and will be deemed to have been served, if by hand, when delivered, if by first class post, forty eight hours after posting, and if by email transmission, when dispatched (as long as no delivery failure message is returned and a "read receipt" is received by return).

## 20. VARIATION

No variation of the Agreement will be valid unless confirmed in writing by an authorised signatory of Aberdeen.

## 21. SEVERABILITY

Notwithstanding that the whole or any part of any provision of the Agreement may prove to be illegal or unenforceable, the other provisions and the remainder of the provision in question will remain in full force and effect.

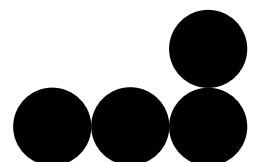
## 22. RIGHTS OF THIRD PARTIES

- a) The Supplier acknowledges that the Goods and/or Services may be used by both Aberdeen and by members of the Aberdeen Group from time to time.
- b) The Supplier agrees that any loss, damage, cost or liability incurred by any member of the Aberdeen Group to the extent arising from a breach of this Agreement by the Supplier ("Group Loss") will be deemed to have been incurred by Aberdeen and will be recoverable by Aberdeen from the Supplier as if such Group Loss had been suffered directly by Aberdeen.
- c) For the purposes of this Agreement, the Supplier agrees that any loss will not be deemed to be consequential or indirect merely as a consequence of it having been suffered by a member of the Aberdeen Group rather than Aberdeen.
- d) Other than as expressly set out in this clause 22, nothing in this Agreement creates legal rights for, or enforceable by, any party other than Aberdeen or the Supplier.

## 23. INDEPENDENT CONTRACTOR

Nothing in this Agreement will render the Supplier an agent, employee or partner of Aberdeen or any member of the Aberdeen Group, and the Supplier will not hold itself out as such. The Supplier will not have any right or power to bind Aberdeen or any member of the Aberdeen Group to any obligation (other than those set out in this Agreement).

## 24. GOVERNING LAW



English law will govern the Agreement and the parties submit to the non-exclusive jurisdiction of the English courts

