

PURCHASE ORDER TERMS AND CONDITIONS GOODS AND/OR SERVICES

1. Definitions

In these Terms and Conditions:

- 1.1. **"Affiliate"** means any entity which directly or indirectly controls, is controlled by, or is under common control with a party. In respect of the Purchaser, **"Affiliate"** means its ultimate beneficial owner(s) and any and all companies directly or indirectly wholly or partly owned or controlled by such ultimate beneficial owner(s) and/or directly or indirectly associated or affiliated with Purchaser.
- 1.2. **"Purchaser"** means the purchasing Hult EF Corporate Education entity as identified on the front face of this purchase order (**"Purchase Order"**).
- 1.3. **"Supplier"** shall mean the supplier listed on the front face of this Purchase Order.
- 1.4. Purchaser and Supplier each a **"Party"** or together **"Parties"**.

2. Applicability

- 2.1. All goods and/or the services supplied under this Purchase Order shall be supplied in accordance with these Terms and Conditions as updated from time to time and the terms on the face of the Purchase Order (together the **"Order"**).
- 2.2. Each Order shall constitute a separate contract between the Supplier and the Purchaser.
- 2.3. Except as provided in Clause 2.7, the Order sets forth and is applicable to the entire understanding between the Purchaser and the Supplier and supersedes all other agreements, written or oral, implied by trade, custom, practice or course of dealing between the Purchaser and the Supplier with respect to the subject matter of this Order.
- 2.4. Application of any other general terms and conditions of the Supplier by virtue of reference contained on the Supplier's acknowledgment, confirmation, invoice or any other documents or form whatsoever is explicitly excluded.
- 2.5. Acceptance of the Purchaser's Order by the despatch or delivery of the goods or the performance or part-performance of services by the Supplier shall be deemed conclusive acceptance of the Order by the Supplier and Purchaser.
- 2.6. The Purchaser shall have no obligation to purchase a minimum quantity of goods or services and at its sole discretion may determine not to purchase any goods or services at all.
- 2.7. Unless expressly agreed in writing, these Terms and Conditions shall not apply to any negotiated written agreement between a Purchaser and Supplier which shall supersede this Order.

3. Warranties

- 3.1. The goods (and the manufacture, packaging, storage, handling, transportation and delivery thereof, to the extent they are included in the Order) supplied:
 - 3.1.1. will comply with all applicable laws, licenses, rules, regulations and codes of the countries of manufacture and of delivery;
 - 3.1.2. will conform to the specifications, drawings, samples, manufacturing warranty or other descriptions contained in the Order or provided or approved by Purchaser;
 - 3.1.3. will be of satisfactory quality, of good material and workmanship and free from effects, lien, charge or other encumbrance;
 - 3.1.4. will be fit for their intended purpose; and
 - 3.1.5. in the absence of contrary specifications, will be of the highest grade and quality.
- 3.2. The services and deliverables provided will be performed: (i) in a professional and workmanlike manner; (ii) in accordance with best industry practice; and (iii) in compliance with all applicable laws, regulations, codes and all of Purchaser's safety and other requirements as communicated to Supplier.

4. Title, Risk and Delivery of the Goods

- 4.1. The Supplier shall deliver the goods in accordance with the Order.

- 4.2. The Supplier shall be responsible for and bear the risk in the unloading of the goods at the location specified in the Order and shall provide all labour, materials and plant necessary at the Supplier's own cost.

- 4.3. Delivery of the goods shall be complete on the completion of the unloading of the goods at the location specified in the Order.

- 4.4. Title and risk in and to the goods shall pass to the Purchaser upon delivery.

- 4.5. The Purchaser shall not be liable to pay for any goods or items which are delivered in addition to the goods (**"Excess Delivery"**).

- 4.6. If the Supplier delivers Excess Delivery it shall remove that Excess Delivery from the Purchaser's premises and shall be liable for any cost which results from or is connected with doing so. For the avoidance of doubt, the Supplier shall be liable for, and have the risk in any Excess Delivery.

5. Inspection and Acceptance

- 5.1. The Purchaser will inspect the goods delivered with respect to external damages to packaging, identity and quantity and notify the Supplier of any deficiencies as soon as reasonably practicable after they are discovered.

- 5.2. The receipt of goods or services, the inspection or non-inspection of or payment for the goods or services, will not constitute acceptance of the goods or services and the Purchaser shall have the right at all times to:

- 5.2.1. reject goods or services which do not conform with the Order;

- 5.2.2. require the Supplier to repair or remove and replace the rejected goods or to re-perform the services at the Supplier's risk and expense within twenty (20) business days;

- 5.2.3. recover damages; and/or

- 5.2.4. exercise any other remedies to which the Purchaser may be entitled.

6. Charges and Invoices

- 6.1. In consideration of the provision of the goods and services by the Supplier, the Purchaser shall pay the charges set out on the Order (**"Charges"**).

- 6.2. Unless expressly agreed otherwise in writing:

- 6.2.1. the Charges shall be payable in such as currency set out in the Purchase Order;

- 6.2.2. the Charges shall exclude VAT; and

- 6.2.3. the Purchaser shall pay undisputed invoices within 60 days after the date of invoice, with cleared funds being in the Supplier's bank account no later than 7 business days after expiry of the 60 days.

- 6.3. Each Party shall be entitled to receive interest on any payment not made when properly due pursuant to this Order, calculated from day to day at a rate per annum equal to 3% above the base lending rate of the Bank of England, and payable from the day after the date on which payment was due up to and including the date of payment.

- 6.4. The Supplier shall comply with any payment process system as advised by Purchaser from time to time.

- 6.5. The Purchaser may set-off liability of the Supplier to the Purchaser against any liability of the Purchaser to the Supplier whether either liability or present or future, liquidated or unliquidated and whether or not either liability arises under this Order.

7. Staff

- 7.1. The Supplier shall ensure that all Staff:

- 7.1.1. have the legal right to work in the country where they are performing the services;

- 7.1.2. are properly trained, fully supervised and possess suitable skills and experience for the provision of the goods and services;

- 7.1.3. comply with all security and other procedures and regulations (including health, safety and site policies) in force at the premises of the Purchaser from time to time; and
- 7.1.4. comply with all applicable laws.
- 8. Compliance with laws**
- 8.1. The Supplier will, in performing its obligations under an Order comply with all applicable laws, statutes, regulations and codes including but not limited to the Bribery Act 2010, the Modern Slavery Act 2015, the Health and Safety at Work Act 1974 and the General Data Protection Regulation 2016/679.
- 8.2. The Purchaser may terminate the Order with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of Clause 8.
- 9. Supplier Code of Conduct**
- 9.1. The Purchaser and its Affiliates are committed to integrating economic, societal and environmental sustainability in its operations as a way of doing business.
- 9.2. In doing business with the Purchaser, the Supplier agrees to observe and comply with, the 'Supplier Code of Conduct', a copy of which the Supplier acknowledges safe receipt.
- 9.3. To assess the Supplier's compliance with the 'Supplier Code of Conduct', the Purchaser or its Affiliate may conduct or ask a third party to conduct a 'Corporate Social Responsibility' assessment. The Supplier undertakes to accept such assessment and to fully cooperate with the Purchaser or its Affiliate and/or the third party during this assessment.
- 9.4. Any material violation of any of the principles set forth in the 'Supplier Code of Conduct' and/or any refusal to implement any corrective action as reasonably requested by the Purchaser or its Affiliate, may be considered by the Purchaser as a material breach of this Order.
- 10. Intellectual Property**
- 10.1. This Order does not assign any intellectual property rights ("IPR") existing at or prior to the date of it ("Pre-existing IPR") and accordingly neither Party may assert ownership of the other Party's Pre-existing IPR.
- 10.2. Neither Party will make use of any trademark or other identifying logo belonging to the other Party or any member of its group without the other Party's express prior written consent.
- 11. Limitation of Liability**
- 11.1. The entire liability of the Purchaser arising out of or in connection with an Order shall be limited to 100% of the Charges under the Order.
- 11.2. Nothing in this Order excludes or limits the liability of either the Supplier or Purchaser for death or personal injury caused by negligence, or for fraudulent misrepresentation.
- 12. Indemnities**
- The Supplier agrees to indemnify the Purchaser from any claims made against them by third parties arising out of the Order except to the extent that such third party claims are caused by the Purchaser's gross negligence or intentional misconduct.
- 13. Insurance**
- 13.1. Without prejudice to the Purchaser's rights under this Order, the Supplier shall take out and maintain with reputable insurers such policies of insurance to insure the Supplier against all manner of risks that might arise out of the acts and/or omissions of the Supplier or otherwise in connection with the Supplier's performance of its obligations under this Order, including, without limitation, the following risks at the levels stated unless otherwise agreed:
- 13.1.1. public and product liability: not less than five million pounds (£5,000,000) cover in respect of any one incident;
- 13.1.2. professional negligence where the Supplier provides advice which the Purchaser relies on: not less than ten million pounds (£10,000,000) cover in respect of any one incident;
- 13.1.3. employer's liability: not less than five million pounds (£5,000,000) cover in respect of any one incident;
- 13.1.4. such other risks in such amounts as may from time to time be reasonably specified by the Purchaser.
- 13.2. The Supplier shall, on request submit to the Purchaser accurate details of its insurance cover together with documentary evidence that such insurance remains properly maintained.
- 14. Confidentiality**
- 14.1. A Party ("receiving party") shall keep in strict confidence all proprietary and confidential information of a Party which by its very nature should be treated as confidential or which is designated as confidential or highly sensitive by a Party ("Confidential Information") disclosed to it by the other Party ("disclosing party"), its employees, agents or subcontractors in connection with this Order. The receiving party shall only disclose such Confidential Information to those of its and, in respect of the Purchaser, its Affiliates, employees, directors, officers, subcontractors, secondees or professional advisors who require such disclosure for the proper performance of their duties (providing such people are under obligations of confidentiality).
- 14.2. The receiving party may also disclose such of the disclosing party's Confidential Information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
- 15. Termination**
- 15.1. Except to the extent prohibited by applicable law, the Purchaser may:
- 15.1.1. cancel the Order for any reason or no reason prior to delivery of the applicable goods or performance of the services by providing reasonable written notice to the Supplier;
- 15.1.2. may immediately terminate the Order, even after delivery, by providing written notice to the Supplier if the Supplier breaches any term or condition of the Order; or becomes insolvent; or subject to any proceeding under any bankruptcy or any insolvency law; and
- 15.1.3. may terminate the Order in whole or in part for convenience at any time by giving the Supplier not less than 28 days' written notice.
- 16. Consequences of Termination**
- On termination or expiry of this Order for any reason, the Supplier shall at the Purchaser's request, destroy or return promptly to the Purchaser any Confidential Information and any records or copies of the same in whatever form or permanently erase all such Confidential Information and/or the Purchaser's data from its computer and communications systems and devices used by it.
- 17. General terms**
- 17.1. Any notice to be given under this Order shall be: (i) in writing; and (ii) delivered by hand or sent by pre-paid first class recorded delivery post to the Party to be served at that Party's registered office from time to time marked: (i) in the case of the Purchaser, for the attention of the Chief Financial Officer (with a copy to: B2B Legal Counsel); and (ii) in the case of the Supplier, for the attention of the Company Secretary. Any such notice shall be deemed to have been served (i) if delivered by hand, at the time of delivery; (ii) or if posted, 48 hours after posting.
- 17.2. Delay in exercising, or failure to exercise, any right or remedy in connection with this Order shall not operate as a waiver of that right or remedy.
- 17.3. If any term of this Order shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision will apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties.
- 17.4. The Supplier shall not be entitled to assign, transfer, sub-contract or otherwise deal with its rights and obligations arising under or in connection with this Order except with the express written consent of the Purchaser.
- 17.5. The Purchaser may assign, transfer, sub-contract or otherwise deal with its rights and obligations arising under or in connection with this Order without the written consent of the Supplier.

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17.6. No variation to this Order shall be valid or effective unless it is in writing and signed by the Parties.

18. Audit

18.1. The Purchaser and its authorised representatives shall have the right to perform such audits and inspections of the Supplier and its information, records and materials and those of its agents and contractors, and to take copies thereof, as the Purchaser or its authorised representatives may reasonably require in relation to the provision of the goods and services.

18.2. The Supplier shall provide all reasonable assistance to and cooperate with the Purchaser and its authorised representatives in relation to the exercise of any of the Purchaser's rights under this Clause 18.

19. Data Protection

19.1. Neither Party shall process personal data on behalf of the other Party under this Order. The Supplier warrants that should it process any personal data it shall comply with all applicable data privacy laws and not put the Purchaser in breach of any laws. To the extent that the Supplier does intend to further process personal data, the Parties will enter into a separate agreement.

20. Contracts (Rights of Third Parties) Act 1999

20.1. Where any member of the Purchaser's Affiliate is a beneficiary of the goods or services provided by the Supplier to the Purchaser under this Order, each such member of the Purchaser's Affiliate shall have the benefit of all rights, benefits and limitations provided for in this Order and accordingly shall be entitled to enforce and rely on it as if it were a Party.

20.2. Except as provided in Clause 20.1, this Order is not intended to be for the benefit of, and shall not be enforceable by any person, other than a Party, under the Contract (Rights of Third Parties) Act 1999.

21. Governing law and Jurisdiction

21.1. This Order, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and each Party irrevocably agrees any dispute arising in connection with this Order or its subject matter or formation (including non-contractual disputes or claims) which cannot be settled amicably shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance therewith. Place of arbitration shall be London, United Kingdom. The language of the proceedings and of the award shall be English