

## GENERAL CONDITIONS FOR SUPPLY OF PARTS TO BT FLEET SOLUTIONS LIMITED

### 1. Contract

This Contract comprises these General Conditions, and any order expressed to be subject to these General Conditions.

### 2. Assignment and Subcontracting

The Supplier shall not assign or subcontract any part of this Contract without first obtaining BT Fleet Solution's written consent.

### 3. Delivery

The Supplier shall deliver Supplies to such delivery address(es) and at such times as are specified by the Delivery Contact and, if requested to do so, provide details of the weight and material composition of packaging forming part of or accompanying Supplies.

### 4. Quality of Supplies

Supplies shall be to BT Fleet Solution's reasonable satisfaction and comply with:

- The latest applicable issues of all UK and International standards; and
- This Contract and all documents referred to in it.

The Supplier shall give BT Fleet Solutions or its representatives reasonable access to all its relevant premises and co-operate in any quality assessment.

### 5. Price

The price of Supplies excludes VAT, but includes all royalties, licence fees or similar expenses arising from the use of any intellectual property and the delivery and, where applicable, off-loading of Supplies.

### 6. Payment and Invoicing

- The Supplier shall, following supply of all or (where agreed by BT Fleet Solutions in writing) each instalment of Supplies, send a valid VAT invoice to BT Fleet Solutions Accounts Payable, PO Box 369, Parkway Business Centre, Manchester M14 0WE, United Kingdom (or such address as BT Fleet Solutions may specify from time to time) for the price of Supplies delivered in accordance with this Contract.
- Each invoice shall specify: date; Invoice number, Order number, Tax date, Line detail, Line net price, Total net, VAT, Gross, VAT registration number, Company name and address, the correct price; the full description of the Supplies to which the invoice relates,) the portion of the Supplies for which payment is due and, if appropriate, the cumulative amount invoiced to date. The agreed payment currency and the Incoterm must be specified in relation to any non-UK transaction. Any discounts should be separately shown with a clear indication of what the discount is for plus Information sufficient to comply with Inland Revenue and Customs & Excise requirements.
- BT Fleet Solutions shall pay due and valid invoices 30 days from date of invoice. Payment of 100% of the Contract Price shall become due upon complete performance of the Contract.

### 7. Guarantee

The Supplier shall promptly at its own expense: remedy (by repair or replacement at BT Fleet Solution's option) defects in Supplies appearing within one year which arise from faulty design, workmanship, materials or the Supplier's negligence and shall pay for their return carriage; and

- Repair or replace (at BT Fleet Solution's option) Supplies lost or damaged in transit.

## 8. Title and Risk

Without prejudice to BT Fleet Solution's other rights:

- Title in Supplies passes to BT Fleet Solutions on the earlier of delivery or payment (including part payment); and
- Risk in Supplies is borne by the Supplier until delivery.

## 9. Confidentiality

(a) The Supplier shall keep confidential all information obtained from BT Fleet Solutions ("Confidential Information") and shall not without BT Fleet Solutions prior written consent disclose the existence of this Contract or disclose or use any of Confidential Information for any purpose except as necessary for properly performing this Contract.

(b) This Condition shall not apply to: information which is in the public domain otherwise than through a breach of this Condition; or information already known to the recipient and not the subject of any obligation of confidentiality; or information obtained by the recipient from a third party who is free to disclose it; or replicated by development independently carried out without access to or knowledge of Confidential Information. The Supplier shall ensure that any subcontractor used in relation to this Contract is bound by a provision in similar terms to this Condition in relation to Confidential Information.

## 10. Indemnity

The Supplier indemnifies BT Fleet Solutions against all claims, liability, demands, proceedings, costs and expenses arising:

- (a) In respect of loss or damage to any property, or death or personal injury of, any person arising as a result of any act or omission of the Supplier, its employees, agents or subcontractors (or their employees or agents) in relation to this Contract except to the extent such loss, damage, death or personal injury is caused by the negligence of BT Fleet Solutions; or
- (b) under Part 1 of the Consumer Protection Act 1987 in relation to Supplies; or
- (c) In respect of any claim that Supplies infringe or allegedly infringe any intellectual property rights (including without limitation, patents, copyright, registered designs and design rights).

## 11. Limitation of Liability

(a) Subject to paragraph (c) of this Condition, neither party shall be liable to the other under this Contract for any indirect or consequential loss or damage

(b) Subject to paragraph (c) of this Condition the liability of either party to the other under this Contract shall not exceed £1,000,000 in aggregate.

(c) Paragraphs (a) and (b) of this Condition shall not apply to loss or damage arising out of or in connection with:

- death or personal injury; or
- the wilful failure of either party to perform its contractual obligations; or
- paragraphs (b) or (c) of the Condition headed "Indemnity".

## 12. Insurance

- The Supplier shall at its own expense effect and maintain for the duration of this Contract such insurances as required by any applicable law and as appropriate in respect of its obligations under this Contract. Such insurances shall include third party liability insurance with an indemnity limit of not less than £1million for each and every claim.

- If the Supplier cannot provide evidence of such insurance to BT Fleet Solutions on request, BT Fleet Solutions may arrange such insurance and recover the cost from the Supplier.

- The Supplier shall notify BT Fleet Solutions as soon as it is aware of any event occurring in relation to this Contract which may give rise to an obligation to indemnify BT Fleet Solutions under this Contract, or to a claim under any insurance required by this Contract.

- This Condition shall not be deemed to limit in any way the Supplier's liability under this Contract.

## 13. Termination

Without prejudice to BT Fleet Solution's other remedies, BT Fleet Solutions shall have the right to terminate this Contract

forthwith, and to claim the additional cost of obtaining replacement supplies if:

- The Supplier commits a material breach or persistent breaches of this Contract and fails to remedy the breach within ten days of receiving written notice to do so; or
- The Supplier becomes insolvent, ceases to trade, compounds with its creditors, commits an act of bankruptcy, or a bankruptcy petition or bankruptcy order is presented or made in relation to the Supplier; or has a receiver appointed, or a petition for an administration order presented or made; or a resolution or petition to wind up the Supplier is passed or presented (otherwise than for reconstruction or amalgamation).

#### 14. Compliance

The Supplier shall ensure that it, its personnel and, where applicable, the Products and Services, shall;

- (a) comply with all relevant laws and regulations from time to time;
- (b) comply with any site regulations that may be notified to SUPPLIER;
- (c) comply with the latest applicable issue of 'Working with BT (Distribution Guidelines)' at <http://www.selling2bt.bt.com/working/distribution/default.htm>;
- (d) comply with 'BT's business principles', as set out in Company's publication 'The Way We Work – a statement of business practice' at <http://www.btplc.com/TheWayWeWork> as though such principles (mutatis mutandis) applied to and had been adopted by SUPPLIER;
- (e) cause no adverse publicity, public criticism or damage to the reputation of BT, any BT group company and/or its customers and also not cause any material disruption to the business of BT, any BT group company and/or its customers;
- (f) comply with all applicable anti-corruption and anti-bribery laws and BT's Anti-Corruption and Bribery Policies at <http://www.selling2bt.bt.com/Anti-CorruptionandBribery/index.htm> as though such policies applied to and had been adopted by SUPPLIER, and promptly provide to SUPPLIER on request from time to time all information SUPPLIER may reasonably require in respect of such compliance; and
- (g) to the maximum extent permitted by any applicable law, SUPPLIER shall comply with, and undertake checks at the appropriate level of all of its personnel directly engaged in the performance of the Contract as prescribed by, BT's 'Third Party Pre-Employment Checks Policy' at: <http://www.selling2bt.bt.com/working/3rdpartyCheckPolicy/default.htm>

Any breach of this obligation by SUPPLIER shall be deemed to be a material breach of the Contract and SUPPLIER shall indemnify BT from and against any costs, losses, damages, proceedings, claims, expenses or demands incurred or suffered by BT which arise as a result of such breach.

#### 15. General

- These Conditions are in addition to and shall not prejudice or affect any terms or rights implied under statute or common law. Otherwise this Contract is the entire contract between BT Fleet Solutions and the Supplier.
- No variation to this Contract shall have effect unless agreed by both parties in writing.
- No waiver by either party shall be effective unless made in writing.
- A person who is not a party to this Contract may not enforce any of its terms under this Contracts (Rights of Third Parties) Act 1999.
- The Conditions headed Guarantee, Confidentiality, Indemnity, Limitation of Liability and General shall survive this Contract.
- This Contract shall be governed by English law and subject to the exclusive jurisdiction of the English Courts.