

1. Interpretation

1.1 Definitions:

Affiliates: means, in relation to a Party, any entity controlled, directly or indirectly, by the Party, any entity that controls, directly or indirectly, the Party or an entity directly or indirectly under the common control with the Party.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Contract: the contract between the Vendor and the Customer for the provision of the Goods and/or Services, which shall be comprised of the Order, these Terms, the Specifications and any document incorporated by reference.

Customer: the Arch company purchasing the Goods and/or Services from the Vendor, as set out in the Order.

Data Protection Laws: all applicable data protection laws and regulations in any jurisdiction.

Delivery Date: the date specified for the delivery of an Order, or otherwise agreed with the Customer in writing.

Delivery Location: the address for the delivery of the Goods, as set out in the Order or otherwise agreed with the Customer in writing.

Fees: means the fees for the Goods and/or Services, as set out in the Order.

Goods and/or Services: the goods and/or services the Vendor will provide to the Customer, as detailed in the Order.

Losses: means losses, damages, costs, charges, expenses, penalties, interest and fines.

Mandatory Policies: the Customer's [Supplier Code of Conduct](#) and any other Customer policy made available to the Vendor as amended by notification to the Vendor from time to time.

Order: means the Customer's purchase order form for the Goods and/or Services these Terms are incorporated into by reference.

Party and Parties: means the Customer and the Vendor.

Specifications: means specifications for the Goods and/or Services as detailed in the Order and/or as otherwise agreed in writing with Customer including any variations.

Vendor: means the person who is providing the Goods and/or Services to the Customer, as set out in the Order.

Terms: these Purchase Order Terms & Conditions as amended from time to time in accordance with Clause 14.7.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).

1.3 A reference to a Party includes its personal representatives, successors and permitted assigns.

1.4 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.5 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.6 Except where expressly stated otherwise in these Terms, a reference to writing or written includes email.

1.7 The headings in these Terms are for convenience only and shall not affect its construction or interpretation.

2. Basis of Contract

2.1 Unless the Parties have agreed and signed a pre-existing written agreement which governs the provision of the Goods and/or Services, these Terms apply to the Contract to the exclusion of any other terms that the Vendor seeks to impose or incorporate (including (without limitation) under any email, confirmation of order, invoice, specification or other document), or which are implied by law, trade custom, practice or course of dealing. For the purposes of this Clause, a pre-existing

written agreement excludes the Vendor's standard terms and agreements agreed and signed by email.

2.2 The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Terms.

2.3 The Order shall be deemed to be accepted on the earlier of:

- (a) the Vendor issuing a written acceptance of the Order; and
- (b) the Vendor doing any act consistent with fulfilling the Order;

at which point the Contract shall come into existence (the "**Effective Date**").

3. Goods

3.1 This Clause 3 shall apply to the extent the Vendor is providing Goods to the Customer under the Contract.

3.2 The Vendor represents and warrants to the Customer that the Goods shall: (a) conform in all respects with the Specifications; (b) conform in all respects with the requirements of any statutes, orders, regulations or bye-laws from time to time in force; (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Vendor or made known to the Vendor by the Customer expressly or by implication, and in this respect the Customer relies on the Vendor's skill and judgement; and (d) where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery.

3.3 The Vendor shall ensure that: (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; (b) each delivery of Goods is accompanied by a delivery note which shows the order number, the type and quantity of Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the relevant Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and (c) if the Vendor requires the Customer to return any packaging material to the Vendor, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Vendor at the cost of the Vendor.

3.4 The Vendor shall deliver the Goods specified in each Order: (a) on its relevant Delivery Date; (b) at the Delivery Location; and (c) during the Customer's normal business hours, or as instructed by the Customer. Delivery of Goods is completed on the completion of unloading of those Goods at the Delivery Location.

3.5 The Vendor shall not deliver Orders in instalments without the Customer's prior written consent. Where it is agreed that Orders may be delivered by instalments, such instalments shall be invoiced separately.

3.6 Title and risk in the Goods shall pass to the Customer on completion of delivery.

4. Services

4.1 This Clause 4 shall apply to the extent the Vendor is providing Services to the Customer under the Contract.

4.2 The Vendor shall from the Effective Date and for the duration of this Contract provide the Services to the Customer in accordance with the terms of the Contract.

4.3 The Vendor shall meet any due dates for the Services specified in the Order or notified to the Vendor by the Customer.

4.4 In providing the Services, the Vendor shall:

- (a) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
- (b) perform the Services using reasonable care, skill and diligence in accordance with best practice in the Vendor's industry, profession or trade;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Vendor's obligations are fulfilled in accordance with this Contract;
- (d) ensure that the Services and deliverables (if any) will conform in all respects with the Specifications, and that the deliverables

shall be fit for any purpose expressly or impliedly made known to the Vendor by the Customer;

- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use the best quality goods, materials, standards and techniques, and ensure that the deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- (h) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
- (i) hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Vendor (**Customer Materials**) in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation; and
- (j) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Vendor acknowledges that the Customer may rely or act on the Services.

5. Remedies

- 5.1 If the Goods are not delivered on the relevant Delivery Date, or do not comply with the undertakings set out in Clause 3.2, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Customer may exercise any one or more of the following remedies: (a) to terminate the Contract; (b) to reject the Goods (in whole or in part) and return them to the Vendor at the Vendor's own risk and expense; (c) to require the Vendor to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid); (d) to refuse to accept any subsequent delivery of the Goods which the Vendor attempts to make; (e) to recover from the Vendor any costs incurred by the Customer in obtaining substitute goods from a third party; and (f) to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Vendor's failure to carry out its obligations under the Contract.
- 5.2 If the Services are not supplied by the relevant due dates, or do not comply with the undertakings set out in Clause 4.4, then, without limiting any of its other rights or remedies, and whether or not the Customer has accepted the Services, the Customer may exercise and one or more of the following remedies: (a) to terminate the Contract; (b) to require the Vendor to reperform the Services at the Vendor's own cost, or to provide a full refund of the Fees paid for the rejected Services; and (c) to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Vendor's failure to carry out its obligations under the Contract.
- 5.3 These Terms shall apply to any repaired or replacement Goods and/or reperformed Services supplied by the Vendor.
- 5.4 The Customer's rights and remedies under these Terms are in addition to its rights and remedies implied by statute and common law.

6. Fees and Payment

- 6.1 The Customer shall pay for the Goods and/or Services in accordance with this Clause 6.
- 6.2 The Fees for the Goods shall be set out in the Order and includes the costs of packaging, insurance and carriage of the Goods.
- 6.3 The Fees for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Vendor in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the Fees shall include every cost and expense of the Vendor directly or indirectly incurred in connection with the performance of the Services.
- 6.4 In respect of Goods, the Vendor shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Vendor shall invoice the Customer on completion of the Services. Each invoice

shall include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant Order number.

- 6.5 The Vendor shall submit all invoices payable under this Contract to the Customer at: AccountsPayable@archinsurance.com. Payment for invoices that are not sent to the address specified above or do not include the supporting information required may be delayed. The Customer will have no liability for additional amounts with respect to a payment delay, if such payment has been delayed because the Vendor did not deliver the invoice as set forth above.
- 6.6 Provided the Goods and/or Services have been delivered in accordance with this Contract, the Customer will pay all correctly produced and undisputed invoices within payment term specified in the Order, or if none specified within, thirty (30) days of receipt.
- 6.7 Unless expressly stated otherwise in the Order, the Fees are exclusive of value added tax (**VAT**) which the Vendor is responsible for accounting for at the prevailing rate if applicable, and which, if payable, shall be payable by the Customer at the same time as the Fees provided the Vendor has submitted a valid VAT invoice to the Customer in accordance with Clause 6.5.
- 6.8 If the Customer fails to pay any undisputed amount properly due and payable by it under the Contract, the Vendor shall have the right to charge interest on the overdue amount at the lower rate of: (i) two (2) per cent per annum above the Bank of England's base rate for the time being; or (ii) 4% per annum; accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This Clause shall not apply to payments that the Customer disputes in good faith.
- 6.9 The Customer may, without limiting its other rights or remedies, set off any amount owing to it by the Vendor against any amount payable by the Customer to the Vendor under the Contract.

7. Intellectual Property

- 7.1 All intellectual property rights produced from or arising as a result of the performance of this Contract shall, so far as not already vested, become the absolute property of the Customer, and the Vendor shall do all that is reasonably necessary to ensure that such rights vest in the Customer by the execution of appropriate instruments or the making of agreements with third parties.
- 7.2 The Vendor shall indemnify, on demand, and hold harmless the Customer and the Customer's Affiliates against any Losses arising by reason of or in connection with the supply of the Goods and/or Services, including all Losses arising from claims for actual or alleged infringement of any intellectual property rights.

8. Confidentiality

- 8.1 Each Party undertakes that it shall not at any time during the term of the Contract, and for a period of two years thereafter, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other Party or of its Affiliates, except as permitted by Clause 8.2. No Party shall use the other Party's confidential information for any purpose other than to perform its obligations under this Contract.
- 8.2 Each Party may disclose the other Party's confidential information: (a) to its Affiliates, and its and their employees, officers, representatives, contractors, sub-contractors, group members or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with the Contract. Each Party shall ensure each person to whom it discloses the other Party's confidential information comply with Clause 8.1; and (b) as may be required by law, a stock exchange or listing authority, a court of competent jurisdiction or any governmental or regulatory authority.

9. Data Protection

- 9.1 The Parties shall at all times comply with their obligations under the Data Protection Laws. The Parties agree that if either Party suspects the Vendor of being a Data Processor (as defined in the Data Protection Laws), the Parties shall, prior to carrying out the processing, and acting in good faith, agree and sign an agreement containing the minimum contractual terms required under Data Protection Laws to ensure compliance with the same.

Purchase Order Terms & Conditions

10. Liability

10.1 Nothing in this Agreement shall limit or exclude any liability: (a) for death or personal injury caused by the negligence of a Party, its officers, employees, contractors or agents; (b) for fraud or fraudulent misrepresentation; and (c) for any other liability which may not be excluded or limited by law.

10.2 Subject to Clause 10.1:

- (a) the Customer's total aggregate liability, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with this Contract shall be limited to an amount equal to 100% of the total Fees paid by the Customer under this Contract in the period of twelve (12) months immediately preceding the date on which the relevant claim or claims arose; and
- (b) in no event shall the Customer have any liability for any: consequential, indirect or special Losses; loss of profits or revenue; loss of anticipated savings; loss of business opportunity; wasted expenditure; or loss of goodwill.

11. Insurance

11.1 During the term of the Contract and for a period of 6 years thereafter, the Vendor shall maintain in force, with a reputable insurance company, insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of the cover and the receipt for the current year's premium in respect of each insurance.

12. Compliance

12.1 In performing its obligations under the Contract, the Vendor shall:

- (a) comply with all applicable laws, statutes, regulations and codes from time to time in force, including without limitation:
 - (i) the Bribery Act 2010 and all applicable laws relating to anti-bribery and corruption; and
 - (ii) the Modern Slavery Act 2015 and all applicable laws relating to anti-slavery and human trafficking; and
- (b) comply with the Mandatory Policies.

12.2 The Customer may immediately terminate the Contract for any breach of Clause 12.1 by the Vendor.

13. Term and Termination

13.1 The Contract shall commence on the Effective Date and continue until:
(a) the Goods are delivered; and/or (b) the Services are completed.

13.2 Without limiting its other rights or remedies, either Party may terminate the Contract with immediate effect by giving written notice to the other Party, if the other Party: (a) commits a material breach of any term of the Contract, and if such breach is remediable, fails to remedy the breach within 21 days of that Party being notified in writing to do so; (b) takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; (c) the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or (d) the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

13.3 Termination of the Contract shall not affect any of the Parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination.

14. General

14.1 Force Majeure. Neither Party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events or circumstances beyond its reasonable control, including but not limited to acts of God, accidents, war, fire, flood, imposition of sanctions, or pandemic. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for two (2) weeks,

the Party not affected may terminate the Contract by giving one (1) week's written notice to the affected Party.

14.2 Subcontracting. The Vendor may not subcontract any or all of its rights or obligations under this Contract without the Customer's prior written consent. If the Customer consents to any subcontracting by the Vendor, the Vendor shall remain responsible for all acts and omissions of its subcontractors as if they were its own.

14.3 Assignment. The Vendor may not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the Customer's prior written consent.

14.4 No Partnership. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, nor constitute either Party the agent of the other for any purpose. Neither Party shall have authority to act as agent for, or to bind, the other Party in any way.

14.5 Notices. Any notice given to a Party under or in connection with the Contract shall be in writing, addressed to that Party at its registered address or to an address specified to the other Party in writing, and shall be delivered by: personal delivery; email; or ordinary first class or next day delivery post. A notice shall be deemed received at the time of personal delivery, at the time of receipt for an email, or on the second Business Day after posting.

14.6 Entire Agreement. Subject to Clause 10.1, this Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.7 Variation. No variation of this Contract shall be effective unless it is in writing and signed by or on behalf of the Parties.

14.8 Waiver. No failure or delay by a Party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14.9 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of the Contract.

14.10 Third party rights. Except for in the case of the Customer's Affiliates, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the Parties to rescind or vary the Contract are not subject to the consent of any other person.

14.11 Governing Law and Jurisdiction. The Contract shall be governed by and interpreted in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any claim arising out of or in connection with this Contract.