



P R O C U R R I

Procurri Europe Limited

A Member of Procurri Group

Bankside Park
15 Love Lane, Cirencester
Gloucestershire GL7 1YG, UK
T: +44 1285 642 222
F: +44 1285 644 422

*Company registered in England and Wales
Co. Reg. No. 07644383*

TERMS & CONDITIONS OF PURCHASE

1. INTERPRETATION

The definitions and rules of interpretation in this clause apply in these conditions.

1.1 Definitions:

Contract:

the Purchase Order and the Supplier's acceptance of it in accordance with condition 3.2.

Customer:

Procurri Europe Limited (company number 07644383) whose registered office address is Bankside Park, 15 Love Lane, Cirencester, Gloucestershire, GL7 1YG.

Equipment:

the equipment agreed in the Contract to be purchased by the Customer from the Supplier (including any part of it).

Intellectual Property Rights:

patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Mandatory Policies:

the Customer's business policies listed in the Schedule, as amended by notification to the Supplier from time to time.

Purchase Order:

the Customer's written instruction to supply the Equipment, incorporating these conditions.

Relevant Region:

The region notified by the Customer to the Supplier.

Supplier:

the person, firm or company who accepts the Purchase Order in accordance with condition 3.2.

Personal Data

Information, that relates to an identified or identifiable individual.

Data Exporter

The data controller who transfers the personal data.

Data Importer

The processor who agrees to receive from the data exporter personal data intended for processing on his behalf.

Sub-processor

Any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of



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the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter.

Applicable Data Protection Law

The legislation protecting the fundamental rights and freedoms of individuals and their right to privacy with respect to the processing of personal data applicable to a data controller in the Country in which the data exporter is established.

Technical and Organisational Security Measures

Measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural, include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to **writing** or **written** includes faxes but not email.
- 1.9 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

2. APPLICATION OF CONDITIONS

- 2.1 These conditions shall:
 - (a) apply to and be incorporated in the Contract; and
 - (b) prevail over any inconsistent terms or conditions contained in or referred to in the Supplier's quotation, acceptance, correspondence or elsewhere or implied by law, trade custom, practice or course of dealing.
- 2.2 No addition to, variation of, exclusion or attempted exclusion of the Purchase Order or these conditions or any of them shall be binding on the Customer unless in writing and signed by a duly authorised representative of the Customer.
- 2.3 Where the Purchase Order is for more than one item, it shall (following acceptance by the Supplier) be regarded as a single Contract for all Equipment supplied pursuant to that Purchase Order.



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3. EFFECT OF PURCHASE ORDER

- 3.1 The Customer shall only be bound by an order if it is issued on the Customer's standard Purchase Order form and signed by a duly authorised representative of the Customer.
- 3.2 The Purchase Order constitutes an offer by the Customer to purchase the Equipment subject to these conditions. Accordingly, any acceptance of the Purchase Order by the Supplier shall establish a contract for the sale and purchase of that Equipment on these conditions. Any counter-offer made by the Supplier to supply the Equipment on other conditions shall only be validly accepted if such acceptance is in writing and signed by a duly authorised representative of the Customer.
- 3.3 The execution and return of the acknowledgement copy of the Purchase Order form by the Supplier, or the Supplier's execution, commencement of work or commencement of delivery pursuant to the Purchase Order constitutes acceptance of the Purchase Order on these conditions by the Supplier.

4. SUPPLIER'S WARRANTY

- 4.1 The Supplier warrants to the Customer that:
- (a) the Equipment will conform with the quality, description and other particulars of the Equipment stated in the Purchase Order;
 - (b) the Equipment will conform to all samples, drawings, descriptions and specifications provided to the Customer by the Supplier;
 - (c) the Equipment will conform with all standards referred to on any part of the Equipment and in any product packaging and/or documentation in, with or in relation to which the Equipment is supplied;
 - (d) the Equipment will be of satisfactory quality and fit for any intended uses expressly or impliedly made known to the Supplier, and will be free from all defects in materials, workmanship and installation for a period of 12 months from the date of delivery;
 - (e) the Equipment will comply with all performance and other specifications stated in the Purchase Order, and all applicable legislation for the time being in force;
 - (f) the Equipment will comply with all laws and regulations applicable to the sale of the Equipment in the Relevant Region;
 - (g) the Supplier will allow the Customer, at any time within 12 months from the date of delivery of the Equipment, to enter with the Supplier into a maintenance agreement for the Equipment in all respects on the Supplier's standard conditions (including without limitation as to price and duration);
 - (h) where, at any time, the Customer has not entered into a maintenance agreement of the kind referred to at condition 4.1(f), it will be entitled to maintain the Equipment itself, or by or through any third party; and
 - (i) it will provide to the Customer high quality user manuals and training and other documentation for the Equipment without further charge in such form and quantities as the Customer may reasonably stipulate at any time before 5 days after delivery.
 - (j) It is, or has permission from, the Owner/Data Controller to agree to Data Processing of any data bearing equipment.



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(k) It is responsible for its own compliance with all relevant legislation including the EU GDPR, UK Data Protection Act 2018 and the UK DPPECR (UK GDPR).

4.2 The Customer's rights under the Contract are in addition to the statutory terms implied in favour of the Customer by the Sale of Goods Act 1979 and any other statute.

4.3 The provisions in this condition 4 shall survive any delivery, inspection, acceptance, payment or performance pursuant to the Contract and shall extend to any replacement, repaired, substitute or remedial equipment provided by the Supplier.

4.4 In performing its obligations under this agreement, the Supplier shall comply with the Mandatory Policies.

5. QUANTITIES

Unless the Customer has agreed otherwise in writing, the Supplier shall deliver the exact specified quantities of items comprised in the Equipment in accordance with the Purchase Order. Without affecting its other rights and remedies, the Customer reserves the right to reject incomplete deliveries and to return excess quantities at the Supplier's risk and expense.

6. INSPECTION AND TESTING OF EQUIPMENT

6.1 The Supplier shall:

- (a) carefully test and inspect the Equipment before delivery to ensure that it complies with the requirements of the Purchase Order; and
- (b) if so requested by the Customer, give the Customer reasonable advance notice of such tests (which the Customer shall be entitled to attend).

6.2 The Customer reserves the right to call for certificates or test certificates for the Equipment at any stage of manufacture or assembly. Such certificates shall clearly state the Customer's order numbers and any item or equipment numbers. If, as a result of any inspection or test, the Customer finds that the Equipment or any items comprised within it do not comply with the Purchase Order, or are unlikely to comply with it on completion of manufacture, processing or performance, the Customer may inform the Supplier, and the Supplier shall take such steps as are necessary to ensure compliance.

7. DELIVERY AND ACCEPTANCE OF EQUIPMENT

7.1 The Supplier shall deliver the Equipment on the date specified in the Purchase Order or, if no such date is specified, within 28 days of the date of the Purchase Order. Time is of the essence as to the delivery of the Equipment under the Contract and if the Supplier does not comply with its obligations in the preceding sentence, the Customer may:

- (a) cancel the Contract in whole or in part without incurring any liability to the Supplier;
- (b) refuse to accept any subsequent delivery of items comprised in the Equipment which the Supplier attempts to make;
- (c) purchase substitute items elsewhere; and
- (d) hold the Supplier accountable for any loss and additional costs incurred.

7.2 The Equipment shall be properly packed and secured in such manner as to enable it to reach its destination in good condition. Goods to be prepared and packed by the Sender, in



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accordance with our [packaging guidelines](#), for safe transportation by air and road assuming ordinary care in handling in an express-transportation environment and in compliance with all applicable laws, regulations and rules, including those governing packing, marking and labelling. No charge shall be made for wrapping, packing, cartons, boxes, crating or containers unless specified in the Purchase Order, and the Customer shall not be responsible for returning any such materials.

- 7.3 The Equipment shall be delivered by the Supplier carriage free to the place of delivery specified in the Purchase Order, or as otherwise specified by the Customer by means of advice notes quoting the Customer's order number. The Equipment shall be received at the place of delivery, subject to the Customer's inspection and approval. Any Equipment which the Customer rejects as not conforming with the Purchase Order shall be returned at the Supplier's risk and expense.
- 7.4 The Customer shall not be deemed to have accepted the Equipment until it has had 10 days to inspect it after delivery. The Customer may also reject the Equipment as though it had not been accepted for 12 months after any latent defect in the Equipment has become apparent.

8. RISK AND PROPERTY

- 8.1 The Equipment shall be at the risk of the Supplier until delivery to the Customer at the place of delivery specified in the Purchase Order, or as otherwise specified by the Customer in accordance with condition 7.3. The Supplier shall off-load the Equipment at its own risk as directed by the Customer.
- 8.2 Ownership of the Equipment shall pass to the Customer on completion of delivery (including off-loading) in accordance with the Purchase Order, except that if the Equipment is paid for before delivery ownership shall pass to the Customer once payment has been made. The passing of ownership in the Equipment is without prejudice to any right of rejection to which the Customer may be entitled under the Contract or otherwise.

9. PRICES

All prices shall be as stated in the Purchase Order, except that if the Supplier quotes or offers to a third party lower prices or better terms for equipment of similar quality, quantity or description to the Equipment (or the items comprised in it), the Customer shall be entitled to purchase the Equipment (or the relevant items comprised in it) on the same terms and shall be entitled to a refund of the amount of the difference in respect of all such Equipment supplied after whichever is the earlier of the first quotation or the first supply at the lower price or better terms (as the case may be). All prices are fixed and inclusive of delivery, packaging, packing, shipping, carriage, insurance and other charges and dues, and are not subject to adjustment save as specifically provided in these conditions or the Purchase Order.

10. PAYMENT

- 10.1 Unless otherwise stated in the Purchase Order, payment of invoices shall be made by the end of the month following the month in which the Equipment is received by the Customer in accordance with the Purchase Order.
- 10.2 Without prejudice to any other right or remedy, the Customer reserves the right to set off any amount at any time owing to it by the Supplier against any amount payable by it to the Supplier under the Contract.



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11. INDEMNITY

- 11.1 The Supplier shall indemnify and hold the Customer harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, the Customer as a result of or in connection with:
- (a) any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use, manufacture or supply of the Equipment; or
 - (b) defective workmanship, quality or materials in or in relation to the Equipment; or
 - (c) any alleged or actual failure of the Equipment, whether or not under English law, to comply with any applicable legislation or regulations arising out of the sale and supply of the Equipment by the Supplier to the Customer in the Relevant Region; or any claim made against the Customer in respect of any liability, loss, damage, injury, cost or expense sustained by the Customer's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Equipment as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the Contract by the Supplier howsoever arising.

12. CONFIDENTIALITY AND THE CUSTOMER'S PROPERTY

- 12.1 The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by the Customer or its agents, and any other confidential information concerning the Customer's business or its products which the Supplier may obtain. The Supplier shall restrict disclosure of such confidential material to such of its employees as need to know the same for the purpose of discharging the Supplier's obligations to the Customer and shall ensure that such employees are subject to obligations of confidentiality corresponding to those which bind the Supplier.
- 12.2 All materials, equipment, tools, copyright, rights in designs and any other Intellectual Property Rights in all drawings, specifications and data supplied by the Customer to the Supplier shall at all times be and remain the exclusive property of the Customer, and shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Customer, and shall not be disposed or used other than in accordance with the Customer's written instructions or authorisation. The Supplier shall return all copies of any such material to the Customer immediately on the Customer's first written request.
- 12.3 This condition 12 shall survive the termination of the Contract, however arising.

13. DATA PROTECTION

- 13.1 The data exporter agrees and warrants:
- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Country where the data exporter is established) and does not violate the relevant provisions of that Country;



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- (b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer;

13.2 The data importer (Procurri Europe) agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - (ii) any accidental or unauthorised access; and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;



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- (f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority.
- (g) that on the termination of the provision of data-processing services, the data importer shall destroy all the personal data, unless legislation imposed upon the data importer or genuine business reasons prevents it from destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

14. TERMINATION

- 14.1 The Customer may cancel the Contract (for all or part only of the Equipment) by giving written notice to the Supplier at any time before delivery, in which case the Customer shall pay the Supplier the price for the cancelled Equipment, less any cost savings accruing to the Supplier by reason of the cancellation.
- 14.2 Without prejudice to any other rights or remedies to which the Customer may be entitled, the Customer may terminate the Contract without liability to the Supplier if:
 - (a) the ability of the Customer to accept delivery of the Equipment is delayed, hindered or prevented by circumstances beyond its reasonable control; or
 - (b) the Supplier commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;
 - (c) the Supplier repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
 - (d) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - (e) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
 - (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
 - (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier;
 - (h) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;



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- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - (j) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within 14 days;
 - (k) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 14.2(b) to condition 14.2(j) (inclusive);
 - (l) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - (m) there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 14.3 Without affecting any other right or remedy available to it, the Customer may terminate this agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of its obligation in condition 4.4.
- 14.4 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination of this agreement shall remain in full force and effect.
- 14.5 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.
- 15. REMEDIES**
- 15.1 Concerns regarding data protection are to be notified to the data importer's Data Protection Officer within 48hrs of becoming aware of such concern.
- 15.2 If any Equipment is not supplied in accordance with, or the Supplier fails to comply with, any terms of the Contract, the Customer may (without prejudice to any other right or remedy) exercise any one or more of the following rights or remedies, whether or not any part of the Equipment has been accepted by the Customer:
- (a) rescind the Contract; or
 - (b) reject the Equipment (in whole or in part) and return it to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Equipment so returned shall be paid immediately by the Supplier; or
 - (c) require the Supplier, at the Supplier's expense, either (at the Customer's option) to remedy any defect in the Equipment and carry out such other work as is necessary to ensure that the Equipment is in all respects in accordance with the Purchase Order or to supply replacement equipment, provided that if the Supplier refuses to remedy the defect in the Equipment or to supply replacement equipment within 15 days of receiving such a request, the Customer may purchase replacement equipment from another source and the Supplier shall reimburse the Customer for all costs and expenses reasonably incurred in doing so; or



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- (d) refuse to accept any further deliveries of the Equipment, without liability to the Supplier;
- 15.3 and in any case to claim such damages as it may have sustained in connection with the Supplier's breach or breaches of the Contract not otherwise covered by this condition 15.

16. **FORCE MAJEURE**

The Customer may defer the date of delivery or payment, or cancel the Contract or reduce the amount of Equipment ordered, if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of the Customer or any other party), failure of a utility service or transport or telecommunication network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

17. **ANTI-BRIBERY**

17.1 The Supplier shall:

- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - (c) comply with the Customer's Ethics, Anti-bribery and Anti-Corruption Policies, in each case as the Customer or the relevant industry body may update them from time to time (**Relevant Policies**).
 - (d) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and condition 17.1(b), and will enforce them where appropriate;
 - (e) promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this agreement;
 - (f) immediately notify the Customer (in writing) if a foreign public official becomes an officer or employee of the Supplier **AND/OR** acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers or employees and direct or indirect owners at the date of this agreement);
 - (g) within 3 months of the date of this agreement, and annually thereafter, certify to the Customer in writing signed by an officer of the Supplier, compliance with this condition 17 by the Supplier and all persons associated with it and all other persons for whom the Supplier is responsible under condition 17.1(d). The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request.
- 17.2 Without prejudice to condition 19 the Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such



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person terms equivalent to those imposed on the Supplier in this condition 17 (**Relevant Terms**). The Supplier shall in all circumstances be responsible for the observance and performance by such persons of the Relevant Terms, and shall in all circumstances be directly liable to the Customer for any breach by such persons of any of the Relevant Terms howsoever arising.

17.3 Breach of this condition 17 shall be deemed a breach, which is not remedied within the specified period, under condition 14.2(b).

17.4 For the purpose of this condition 17, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this condition 17 a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

18. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement 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.

20. RIGHTS AND REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

21. SEVERANCE

21.1 If any provision or part-provision of this agreement 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 this agreement.

21.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. ASSIGNMENT

22.1 The Supplier shall not, without the prior written consent of the Customer, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.



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22.2 The Customer may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

23. THIRD PARTY RIGHTS

No one other than a party to this agreement shall have any right to enforce any of its terms.

24. NOTICES

24.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by fax to its main fax number.

24.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- (c) if sent by fax, at 9.00 am on the next Business Day after transmission.

24.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include email.

25. GOVERNING LAW

The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.

26. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).



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*Company registered in England and Wales
Co. Reg. No. 07644383*

SCHEDULE 1 - Mandatory Policies: list

The Mandatory Policies are:

Modern Slavery and Human Trafficking Policy

Corporate and Social Responsibility Policy

Data and Privacy Policy

Ethics and Anti-Bribery Policy

Expenses Policy

Information Security Policy



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PACKAGING GUIDELINES
GUIDANCE FOR PROCURRI EUROPE LIMITED, CLIENTS AND SHIPPERS
REVIEWED JANUARY 2020

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Introduction

Overview

1. The purpose of this document is to outline the minimum packaging standard that Procurri Europe Limited (the Company) has adopted for the protection of goods from loss or damage in transit to destinations, or from consignors, around the world using international carriers including those that utilise automated sorting systems.
2. Failure to meet or better the requirements of these guidelines could not only affect our credibility and reputation with our potential and current clients and stakeholders but could result in rejection of compensation claims, cancellation of purchase orders or debarment from participation in contracts.
3. Procurri Europe Limited reserves the right to amend this policy at its discretion.

Objective

4. The objective of these guidelines is to ensure adequate packaging of goods prior to shipping to or from our clients and suppliers throughout the world.

Scope

5. These guidelines are to be adhered to by all permanent full time and part time employees of Procurri Europe Limited, temporary workers, consultants, sub-contractors and any other persons or entities associated with the Company, whether or not they are located within the United Kingdom or in other countries or territories of the world.
6. These guidelines describe the minimum general requirements for the preparation and packaging of all items being shipped to or from Procurri Europe Limited, their clients and suppliers worldwide.
7. These guidelines form part of the Company's Terms and Conditions of Trading.
8. This policy was last reviewed on 3rd January 2020.



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Responsibilities

9. The following table defines who is responsible for doing what in relation to this document:

Title / Role	Responsibility
Operations Director	Document Owner– the accuracy and relevancy of the document. Agreement on changes to this document. Ultimate responsibility for the enforcement of these guidelines through the Company management structure.
HR Department & Line Managers	Disciplinary Procedures
Warehouse Manager Cirencester Site Operations Manager Warrington	Directly responsible for implementing these guidelines within the Procurri Europe Limited warehouses.
Account Managers & Product Specialists	Responsible for informing and advising clients and suppliers regarding the requirements of these guidelines and their inclusion as part of the Procurri Europe Limited Terms and Conditions of Trading.
All personnel, consultants, sub-contractors and any other associated persons or entities employed or engaged by Procurri Europe Limited irrespective of their geographical location.	Responsible for complying with these guidelines at all times when packaging goods prior to transportation.
All clients, suppliers and their agents, preparing (packaging) goods for shipment to Procurri Europe Limited or directly to their clients.	Responsible for complying with these guidelines as a minimum packaging standard for shipping goods to Procurri Europe Limited or directly to its clients to ensure the goods arrive at their destination free from damage.

General Requirements

10. It is important that the package arrives at its destination safely and undamaged. Packaging items carefully gets them off to a good start.
11. It is also important to ensure items are economically packaged in a manner which also minimizes effects on the environment.

Appropriate Carrier

12. Ensure that the package is transported by an appropriate recognised carrier for the size, value and type of goods being shipped.
13. Ensure the goods and packages comply with the terms and conditions of carriage of the chosen carrier.
14. Ensure the goods and packages comply with all government and customs legislation for both the originating and destination country.

Wrapping

15. Wrap each item in the package individually with anti-static wrap (where necessary).



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16. Place individual items into a purpose-built foam lined box (where available) otherwise wrap the individual items in at least 25mm bubble wrap with sufficient thickness around the item to provide adequate cushioning to prevent shock, vibration and damage.
17. Use original manufacturer's packaging, if available, with additional wrapping as above where necessary.

Prevent Movement of Items in Transit

18. Ensure that multiple items within a package do not touch each other.
19. Place contents in a firm cardboard box, closed so that it cannot come open during transit.

Use a Strong Outer Container

20. Use a good quality corrugated fibreboard box. Sub-standard or damaged boxes are to be avoided.

Seal the Package Well

21. Seal all open edges of the package with 48mm/50mm wide plastic or reinforced carton tape on both the top and bottom of the package. Ordinary household adhesive tape isn't usually strong enough. For heavier items, you'll need a strong outer carton, closed with tape.

Do Not Strap Multiple Boxes Together

22. Strapping boxes together increases the risk of damage so place all items in one outer package or send them in separate packages.

Clear Accurate Addressing

23. Ensure all the address information (including a telephone number where available) is in the documentation. This should be completed accurately and firmly attached. Ensure that any barcode labels are firmly attached and clearly visible.

Always Use a Strong Outer Container

24. A good quality thick walled corrugated cardboard box is best for most items. The larger the size and weight of an item, the thicker and larger outer box to be used.
25. For items weighing in excess of 25kg it is advisable to ship these items boxed and on a pallet to lower the risk of personal injury during manual handling.

Internal Packaging

26. All packages must comply with the packaging requirements of the chosen carrier's Terms and Conditions of Carriage and both the originating and destination countries. Items not correctly packaged may be rejected and returned to the client or supplier.

Internal Packaging Must Always be used as Cushioning

27. Cushioning must always be used to:
- Prevent any damage from shock, vibrations, impacts and pressure during transit;
 - Prevent items within a package from touching;
 - Eliminate any movement of the package contents;
 - Provide clearance between the item and the outer box.

Good Examples of Internal Packaging

28. Examples of good internal packaging are:
- Air Cushioning type bubble wrap;
 - Bubble Wrap;
 - Foam Sheeting;
 - Polystyrene surrounds and ends;
 - Padpak coiled corrugated paper;
 - Moulded and shaped foam;
 - Cardboard used as support structures;
 - Polystyrene peanuts/chips;
 - InstaPak moulded foam bags (least preferred due to difficulty with re-use and disposal).

Bad Examples of Internal Packaging

29. Types of internal packaging to be avoided are:
- Normal paper, rolled, scrunched or shredded;
 - Polythene bags and/or bin liners;
 - Wood shavings and sawdust.

Air Cushioning and Bubble Wrap

30. Air Cushioning and/or Bubble Wrap are good packaging materials for providing a cushion to protect against shock. Always wrap each item individually with sufficient thickness around the item to provide adequate cushioning to prevent shock, vibration and damage during transit. Always use enough air cushioning/bubble wrap to ensure the contents of the package cannot move when the box is shaken.
31. For heavy items, air cushioning/bubble wrap should only be used for cosmetic protection.
32. Ensure several layers are used as cushioning to prevent damage to weak areas of the item.



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Bubble Wrap Type Usage Guide

33. The following is a guide to which bubble wrap to use.
- At least 10mm Anti-Static Bubble Wrap – Surface protection. Use as protective wrap.
 - At least 25mm Bubble Wrap – Wrapping items in addition to the protective wrap, filling voids or blocking and bracing-in items in packages. Allow sufficient thickness around the item to provide adequate cushioning to prevent shock, vibration and damage.
 - 35mm Air Cushioning – Wrapping heavier items, filling voids or blocking and bracing-in items in packages.

Foam Sheeting

34. Foam sheeting provides excellent cosmetic/exterior protection and cushioning properties. Use for packaging and protecting lightweight items.

Polystyrene Peanuts/Chips

35. Use to fill empty spaces in packages with lightweight items. Can also be used when double boxing items as good protection against shocks and vibration as well as eliminating movement of a packaged and boxed item within another larger box.
36. Ensure the box is filled to its limit and there are not air gaps or pockets of air in the outer box. Shake the external packaging to ensure chips settle and top up until the outer box is full.

Polystyrene Blocks/Surrounds

37. Use to surround the item especially the edges and corners. Ensure the polystyrene suspends and prevents any movement of the item within the box.

PadPak Coiled Corrugated Specialist Packing Paper

38. PadPak corrugated paper must be formed into coils and the flat side of the coil used for cushioning between the box and item. The item will still need to be individually bubble wrapped. Do not use this paper uncoiled as it will have no cushioning properties and the items may be damaged. Use the coils at the bottom and top of the box and if there is insufficient space internally at the sides for coiled paper, use alternative cushioning such as layers of foam or bubble wrap.

External Packaging

Good Examples of External Packaging

39. Good examples of external packaging are:
- A good quality thick walled corrugated cardboard box;
 - A good quality thick walled cardboard box banded to a pallet;
 - A wooden crate;
 - A plastic box or tube (able to be sealed);



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- A metal case or tin (able to be sealed).

Always use a Strong Outer Container

40. A good quality thick walled corrugated cardboard box should be adequate for most items. The larger the size and weight of the item, the thicker and larger the outer box to be used.
41. Always ensure the box allows adequate clearance for sufficient internal packaging to be used on and around the items being shipped.
42. For items weighing in excess of 25kgs it is advisable to use a cardboard box banded to a pallet. This will lower the risk of injury to persons handling the package.

Use a Wooden Crate if necessary

43. Use a wooden crate for larger and heavier items. Surround the item, whether already packaged in a cardboard box or not, with protective bubble wrap and secure within the crate. Ensure the item cannot move within the crate during transit by either fixing the item to the crate or surrounding the item with sufficient cushioning material such as polystyrene blocks or layers of air cushioning, foam or bubble wrap.

Palletisation

44. Use standard 1.0m x 1.2m pallets or 0.8m x 1.2m pallets for multiple items. All wooden pallets must be heat treated in accordance with current ISPM15 regulations.
45. If the pallet being used is already wet, then apply a layer of polythene sheet before placing the package(s) onto the pallet.
46. Build only cubic stackable loads. Do not haystack or pyramid stack loads. Be aware that carriers are likely to stack another pallet on top of your pallet so sufficient cushioning material must be added to the top of the packages to take account of this.
47. For small single items weighing in excess of 25kgs a half pallet 0.8m x 0.6m is acceptable.
48. Pallet size should match the package size (minimum 80% coverage).
49. For optimum shipping by air transport, load height should be no more than 160cm.
50. For optimum shipping by surface vehicle, load height should be no more than 218cm.
51. It is advisable to band the item to the pallet internally through the package as this prevents any movement of the item that may be caused through compaction of internal packaging material.



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52. If internal banding is not possible then use 2 way banding externally to secure the package to the pallet. For inter-continental shipments it may be advisable to use 4 way banding.
53. Stretch wrap can be used to surround the package if necessary to give added protection from wet environments or adverse weather conditions.

Sealing and Labelling

Seal All Packages Securely

54. Ensure all open edges are sealed with 48mm/50mm plastic or reinforced carton tape on both the top and bottom of the package. It is advisable to use multiple layers of tape especially on larger and heavier packages.

Do Not Strap/Band Multiple Boxes Together

55. Never strap, tape or band multiple boxes together. If the strapping is ripped off some boxes may become lost because the consignment would be for one package. Either place multiple boxes within a larger outer box or send the items in separate boxes.

Addressing and Documentation

56. Remove all old labels and markings that do not apply to the current shipment.
57. Always use clear and accurate address labels. Ensure that the full postal address and post code are visible to the carrier in addition to any carrier labels and, if available, include a telephone number of the recipient (Procurri Europe Limited Cirencester is +44 (0)1285 642222), Procurri Europe Limited Warrington is +44 (0)1925 251700. A separate address sheet should also be placed inside the package before it is sealed to aid in identification should the outer labels become torn and unreadable.
58. If using stretch wrap, it is advisable to place an address sheet on the actual package under the wrap in the event the wrap is torn off during transit. This will negate the need to open the package in these circumstances.
59. Place the carriers address label on the top of the package. Carriers do not guarantee observance of orientation notices (This way up) because of automated sorting systems but placing the label on the top of the box increases the chances for preferred orientation.
60. A delivery note is acceptable as an address label providing it is folded in such a way as to clearly show the delivery address, whilst not showing the contents of the package.
61. The weight of the package is to be clearly marked on the outside of the package and remaining visible to any person(s) likely to handle the package.



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62. The description of the content of the package is **not** to be visible on any part of the package when passing to the carrier.

Sealing Tape, Descriptive Warning tape and other Informative Labels

63. Plain sealing tape is to be used (see paragraph 42 above).
64. 'Fragile' Tape can be used if required.
65. Descriptive Warning Tape such as 'Electrostatic Sensitive Device (ESD)' and labels, that may indicate the nature of the package content, are not to be used unless required to fulfil legal obligations such as hazardous warning labels.

Weight of Package

66. Ensure the weight of the package is annotated on the outer container and remains clearly visible when the package is presented to the carrier.

Air Cargo Security

67. All persons involved in the packing of items for Air Cargo are to be made aware of the importance of following the correct air cargo packaging guidelines.
68. Packages being prepared for Air Cargo are to be handled in physically secure premises with access controlled to the packing area.
69. Recognised prohibited articles for air cargo are not to be placed within the package unless they are declared as part of the consignment and have been subjected to the applicable safety rules.
70. Once packed the package is to be stored in an access controlled area and measures taken to protect identified air cargo from unauthorised interference or tampering.
71. Transport packages to the air head by trusted reputable and recognised carriers.

Disclaimer

72. This packaging information is provided by Procurri Europe Limited as a recommended minimum standard guide. It is not provided as a definitive instruction for all items and some items may need additional packaging to that stated here.
73. Procurri Europe Limited makes no assurances that by following the advice in this document the package will not be damaged during transit.
74. The adequate packaging of an item remains the sole responsibility of the sender.



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75. Procurri Europe Limited reserves the right to:
- Reject and return any shipments received that are improperly packaged, with the supplier remaining responsible for any loss or damage.
 - Remove from its list of approved supplier sources any supplier that, after notice, repeatedly fails to follow the advice outlined in these guidelines.
 - Invoke relevant internal disciplinary procedures for shipments dispatched from the Procurri Europe Limited Warehouses if it is deemed that any employee has ignored the advice given above.

Review Process

76. All comments and request for updates to this document should be referred to the Document Owner.
77. This document will be reviewed annually.

END OF DOCUMENT