

JCDecaux UK Limited –General Purchase Order Terms & Conditions

THESE TERMS ARE AVAILABLE AT www.jcdecaux.co.uk ANY SUPPLY OF GOODS OR SERVICES WILL BE DEEMED TO BE ON THESE TERMS AND CONDITIONS UNLESS THEY ARE SPECIFICALLY EXCLUDED IN WRITING AND SIGNED BY JCDECAUX.

IT IS AGREED AS FOLLOWS:-

1. DEFINITIONS

- a) "JCDecaux" means JCDecaux UK Limited incorporated in England under number 1679670 having its registered office at 991 Great West Road, Brentford, Middlesex TW8 9DN ("the Company").
- b) "Code of Conduct of Suppliers" means the JCDecaux Code of Conduct of Suppliers (2018), as the same may be amended from time to time, which shall be deemed to be incorporated within these terms and conditions.
- c) "Agreement" means a legally binding agreement between the Parties consisting of these General Purchase Terms and Conditions and any other terms agreed in writing between the Parties from time to time.
- d) "Parties" mean the parties to the agreement being, JCDecaux and the Supplier.
- e) "Premises" means the premises where the Goods and/or Services are being delivered, supplied or performed.
- f) "Price" means the price of the Goods and/or Services.
- g) "Goods" means the total of all or part of the products to be supplied under a Purchase Order as per the time, place and price specified in the Purchase Order.
- h) "Purchase Order" means a completed purchase order form issued by JCDecaux for the supply of goods and/or services as set out in the Purchase Order.
- i) "Services" means the provision of the obligations as detailed and defined in the Purchase Order
- j) "Supplier" means the person or company indicated on the Purchase Order.
- k) "Specification" means the technical and general description of the characteristics or requirements as requested by the company or defined by the Supplier and the basis on which the order is placed.
- l) "Terms and Conditions" means the terms and conditions set out in this General Purchase Terms and Conditions document.

2. INTRODUCTION

Incorporated within these terms and conditions are the JCDecaux Code of Conduct of Suppliers, as the same may be amended from time to time. This document can be downloaded from the Company's website www.jcdecaux.co.uk or can be obtained on ordinary request from your JCDecaux contact. In the event of any conflict between these terms and the Code of Conduct of Suppliers these terms shall take priority.

3. PURCHASE ORDER

- a) Any order which the Company places with the Supplier is formalised by the Company sending a formal computer-generated Purchase Order, stipulating the nature and the special conditions, if any, for the Goods or Services, the Price, the quantity, the Premises and lead time for delivery (hereafter the 'Delivery Lead time') or performance.

- b) The Company reserves the right to refuse any delivery performed without a valid Company Purchase Order.

4. PRICE

Unless mentioned to the contrary on the Purchase Order the Price is exclusive of VAT.

5. THE SITE OF DELIVERY OR PERFORMANCE

- a) If the Supplier delivers to a different location any costs incurred by the Company in re-routing to the correct Delivery Site will be a cost liability of the Supplier and shall be payable on demand.
- b) If the Purchase Order stipulates collection of the Goods directly from the Supplier, the Supplier undertakes to pack the said Goods under the same conditions as for delivery to the Company's Site. If damage occurs during transport which is due to unsuitable or defective packaging, the Supplier undertakes, as the Company decides, either (i) to immediately replace the damaged Goods and to make them available to the Company or (ii) to immediately refund the Company the price already paid, without prejudice to damages for the loss suffered or (iii) deliver the Goods concerned in perfect condition within a deadline agreed by the Company.

6. DELIVERY NOTE

- a) Each delivery must be accompanied by a delivery note issued by the Supplier containing details of the Purchase Order number.
- b) If a Delivery comprises several Orders placed by the Company with the Supplier, the Supplier must draw up one Delivery Note for each Order.

7. CONTROLS AND RESERVES

- a) The quantities delivered by the Supplier or the Service performed by it must correspond exactly with what the Company ordered, and the Company reserves the right to refuse quantities at variance to those stipulated in the Order.
- b) In the event of a dispute, the stamp on receipt of the Goods or the Service shall prevail between the Parties, and the date of the Invoice can never predate the Delivery or Performance date

8. INVOICING AND CONDITIONS OF PAYMENT

- a) To enable the accounting processing of an invoice by the Company, a copy of the invoice issued by the Supplier (hereafter the "Invoice") corresponding to the Delivery must be sent to the Company's Accounts Payable Department, including, the Purchase Order Number, the VAT number and the reference number of the delivery slip accompanying the supply of the Goods or the performance of the Service.
- b) If the Purchase Order mentions Delivery or Performance in several stages, the Invoice must be sent at the end of each intermediate Delivery or Performance, unless agreed otherwise.
- c) The Company will apply the payment terms of 30 days from receipt of a valid invoice, quoting a valid Company Purchase Order number. Any invoices submitted without a valid PO number may be returned. Invoices must be addressed to: JCDecaux Accounts Payable, 991 Great West Road, Brentford, Middlesex, TW8 9DN.
- d) Electronic invoices should be sent to: Accounts.Payable@JCDecaux.co.uk and should be in PDF or TIFF file format. Invoices sent in Word, Excel or similar format, will not be accepted.
- e) Payments are by Bankers Automated Clearing Services (BACS), on a bi-weekly basis.

JCDecaux UK Limited –General Purchase Order Terms & Conditions

- f) The currency of payment is the Pound unless otherwise agreed.
- g) Any Invoice disputed by the Company will not be paid until the dispute is finally resolved to the reasonable satisfaction of the Company.

9. TRANSFER OF OWNERSHIP TITLE AND RISK

- a) Ownership title and risk is transferred when the Goods or the Service is paid for. If delivery is taken at the Supplier's premises under the conditions stipulated in clause 5 b), then, apart from damage which occurs during transport and is due to unsuitable or defective packaging of the Goods by the Supplier, the Company assumes the risk connected with the transport alone.
- b) If the Supplier manufactures all or some of the Goods with parts supplied by the Company, the Supplier must be able to prove to the Company, at all times, that these parts have been used correctly, and to immediately inform it of any loss, theft or damage to all or some of the stock. The Supplier is liable for any loss theft or damage.

10. WARRANTIES

The Supplier warrants to the Company that the Goods delivered or the Services performed conform, with respect to their manufacture, to the Specifications and that they are fit for their intended purpose. This is without prejudice to any Statutory rights and remedies the Company may have.

11. LIABILITIES AND INSURANCE

- a) The Supplier is directly liable to the Company for all acts, events and actions, irrespective of whether the Supplier performs them directly or indirectly and/or allows them to be performed, or whether they are performed by the employees or third parties under its control, or surveillance, or by a sub-contractor.
- b) The Supplier undertakes to effect maintain and produce on request insurance (including the original certificate and full policy wording) as follows:
- Employer's Liability - £10,000,000 for any one occurrence or series of occurrences arising out of one event, unlimited in the period of insurance.
 - Public Liability - £5,000,000 for any one occurrence or series of occurrences arising out of one event, unlimited in the period of insurance.
 - Products Liability - £5,000,000 for any one occurrence or series of occurrences arising out of one event.

12. TERMINATION

Any act or omission that in the reasonable opinion of the Company constitutes a failure by the Supplier to provide the Goods or Services in accordance with these terms and conditions and/or to the standard required by the Company will be treated by the Company as a material breach of the provisions and without prejudice to the Company's other rights and remedies the Company shall have the right to terminate these terms and conditions or relevant Purchase Orders or part thereof with immediate effect.

13. AUDITS

Quality Audits - The Company reserves the right at any stage of the manufacture of the Goods up until Delivery, to ensure that the Goods are in accordance with these terms and conditions.

14. CONFIDENTIALITY

- a) Each party will maintain the confidentiality of the other Party's Confidential Information and shall not, without the prior written consent of the other, use, disclose, copy or modify the other Party's Confidential Information other than as necessary for the performance of its rights and obligations under these terms. "Confidential Information" shall mean in relation to the other party, information (whether in oral, written or electronic form) belonging or relating to that party, its business affairs or activities which is not in the public domain and which:
- is marked as confidential or proprietary;
 - the receiving party is advised is of a confidential nature; or
 - due to its character or nature, a reasonable person in a similar position under similar circumstances would treat as confidential.
- b) The Supplier undertakes to comply in all respects with the provisions of the Data Protection Act 2018, as the same may be amended from time to time, including but without limitation the principles contained in Schedule 1 of that Act.

15. INDEMNITY

- a) The Supplier will indemnify the Company for physical injury or death caused to any person arising from defects in or omissions from its performance of the Services and/or the negligence of the Supplier, its employees, sub-contractors or agents.
- b) The Supplier will indemnify the Company for any loss and/or damage to any property or intangible rights of the Company arising from defects in performance or a breach of any of the Supplier's obligations under these Terms and Conditions and/or the negligence of the Supplier, its employees, sub-contractors or agents.
- c) Notwithstanding anything else contained in these Terms and Conditions, neither Party shall be liable to the other for any indirect or consequential loss whatsoever, including without limitation loss of profits, loss of contracts and loss of revenue whether arising under statute in contract or tort from negligence or otherwise.

16. VARIATION

The Company reserves the right to revise these Terms and Conditions from time to time. Where possible, the Company will provide not less than two months advanced written notice of any change by posting any revised Terms and Conditions on the JCDecaux UK website and the Supplier should check this website for notice of any such revisions. The Supplier's continued placement of an Order after such revision has been made will be deemed an acceptance of the revised Terms and Conditions.

17. AGENCY/PARTNERSHIP

The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Terms and Conditions.

18. INTELLECTUAL PROPERTY

The Supplier hereby grants to the Company a non-exclusive perpetual royalty free licence to use anything created or produced as a result of any services provided under these terms and conditions for any purpose the Company deems appropriate. Nothing herein shall require the Supplier to copy or otherwise breach the intellectual property rights (IPR) of any third party. It is the Supplier's responsibility to obtain all licences necessary to ensure its products or services supplied do not infringe such rights. Where the Company specifies a product or service in which a third party owns such rights the Company does not imply that it has

JCDecaux UK Limited –General Purchase Order Terms & Conditions

any licence or authorisation from them. The Supplier shall indemnify the Company against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including but not limited to the defence of such alleged infringement of any IPR) arising from the Supplier's delivery of its obligations under this Agreement and always excluding any such liabilities that result from breach of this Agreement by the Company

19. VALIDITY

If any provision of these Terms and Conditions is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of these Terms and Conditions shall continue to be valid.

20. FORCE MAJEURE

a) The Parties shall have no liability for a consequence of any of the following events if that event and consequence was neither preventable nor foreseeable including:

- (i) any war, hostilities, revolution, riot or civil disorder; or
- (ii) any action taken by any competent authority including any failure or delay to grant a consent, exemption or clearance; or

but not including:

- (a) any strike, lockout or other industrial action; or
- (b) any unavailability of, or difficulty in obtaining any plant, equipment or materials; or
- (c) any breach of contract or default by, or insolvency of, a third party (including an agent or sub-contractor) or
- (d) any other event, whether similar or not to any of the foregoing.

b) Any party ("Affected Party") seeking to benefit by reliance on the provisions contained in this clause 20 shall only be entitled to do so if the Affected Party: shows that the relevant event or the consequence of such event was neither preventable nor foreseeable and if and only if the Affected Party could not have prevented it by taking steps which it could reasonably be expected to have taken to ensure diligent performance of its obligations and the Affected Party could not, as at the date of these terms and conditions have reasonably been expected to take the risk of such event into account by a provision herein, by insurance or otherwise; and notifies the other party of the relevant event and its consequence as soon as possible after it occurs; and promptly provides the other party with any further information which the other party requests about such event (or its causes) or its consequence; and promptly takes any steps (except steps involving significant additional costs) which the other party reasonably requires in order to reduce the other party's losses or risk of losses.

4 JURISDICTION & GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with English Law and the Parties agree to submit to the exclusive jurisdiction of the English Courts.