

EXPERIAN LIMITED: AGREEMENT FOR PURCHASE OF GOODS

This Agreement is made between: -

	Experian	Supplier
Full company name	Experian Limited	
Registered Office <i>(or, if applicable, principal place of business)</i>	Landmark House Experian Way NG2 Business Park Nottingham NG80 1ZZ	
Company number, if applicable	653331	

This Agreement shall comprise the following:

- (i) this signature sheet;
- (ii) any Purchase Orders issued by Experian pursuant to this Agreement;
- (iii) The schedule entitled "Experian Limited: Agreement for Purchase of Goods Schedule ("the Schedule"); and
- (iv) Experian's Terms and Conditions of Purchase for Goods 2009/1 (the "Terms and Conditions").

The Supplier acknowledges that it has read and understood the Terms and Conditions and agrees to be bound by them as varied by the Schedule attached.

	Experian	Supplier
Signature of authorised signatory		
Name		
Position		
Date		

EXPERIAN LIMITED: TERMS AND CONDITIONS OF PURCHASE OF GOODS 2009/1

1. APPLICATION OF THESE TERMS

- 1.1. The terms and conditions comprised in this Agreement are the only terms and conditions upon which Experian is prepared to deal with the Supplier and they shall govern the Agreement to the entire exclusion of all other terms or conditions.
- 1.2. Each Purchase Order from Experian to the Supplier shall be deemed an offer by Experian to purchase the Goods subject to the terms and conditions of this Agreement. No Purchase Order shall be accepted until the Supplier accepts the offer either expressly by giving notice of acceptance, or impliedly by fulfilling the Purchase Order (in whole or in part).
- 1.3. This Agreement shall be effective from the Commencement Date.

2. INTERPRETATION

- 2.1. In this Agreement:
 - 2.1.1. any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time;
 - 2.1.2. references to clauses and schedules are to the clauses of and the Schedule to this Agreement;
 - 2.1.3. references to any gender includes any other gender and the singular includes the plural and vice versa;
 - 2.1.4. the headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement;
 - 2.1.5. words beginning with capital letters are intended to have the meaning given to them either in these Terms and Conditions or in the Schedule;
 - 2.1.6. where any matter is to be agreed, such agreement must be recorded in writing; and
 - 2.1.7. wherever the words "including", "include", "includes" or "included" are used they shall be deemed to be followed by the words "without limitation" unless the context otherwise requires.
- 2.2. If there is any conflict or inconsistency between the various documents forming this Agreement, the following order of precedence shall apply to the extent of any conflict or inconsistency (the first mentioned documents prevailing over the later mentioned documents):-
 - 2.2.1. the Schedule;
 - 2.2.2. these Terms and Conditions; and
 - 2.2.3. the Purchase Order.

3. QUALITY AND DESCRIPTION AND WARRANTIES

- 3.1. Both parties warrant that they have the full power and authority to enter into this Agreement.
- 3.2. Without prejudice to any other right or remedy available to Experian, the Supplier warrants, represents and undertakes to Experian that:
 - 3.2.1. all Goods it supplies shall be new, of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by Experian;
 - 3.2.2. the Goods will be free from all material defects in design, material and workmanship, will comply fully with all relevant statutory enactments and regulations in force from time to time and will correspond in all respects with the Description;
 - 3.2.3. it has obtained and will continue to hold all necessary licences, consents, permits and agreements required for the provision of the Goods and the exercise by Experian of the rights granted by the Supplier to Experian under this Agreement;
 - 3.2.4. it will comply with the Timetable;
 - 3.2.5. the sale or use of the Goods by Experian will not infringe any Intellectual Property Rights of any third party;
 - 3.2.6. It has carried out (and documented if appropriate) all tests, inspections and investigations in order to discharge the Supplier's responsibilities as manufacturer or importer or supplier; and it shall make all such appropriate documentation as required by this Clause (including certificates verifying the same) available upon reasonable notice to Experian; and

3.2.7. forthwith upon the Supplier becoming aware of any defects whatsoever in the Goods, the Supplier will immediately notify Experian of the same and confirm it in writing within 3 days.

- 3.3. Experian shall be entitled to inspect the Goods during manufacture. In the case of Goods while in the Supplier's possession and on delivery, neither such inspection nor any written failure to reject the Goods shall constitute or imply acceptance of the Goods by Experian.

4. EXPERIAN MATERIALS

- 4.1. If any materials in any format are made available by Experian to the Supplier in connection with this Agreement these all shall be and remain the property of Experian and the Supplier shall:
 - 4.1.1. keep those materials in good order and condition;
 - 4.1.2. use those materials only for the purposes of this Agreement; and
 - 4.1.3. return those materials upon Experian's request at any time or, if no request is made, upon completion of this Agreement.

5. PROPERTY, RISK AND DELIVERY

- 5.1. The property and the risk in the Goods shall pass to Experian only upon express acceptance given by Experian and after any inspection that Experian wishes to perform.
- 5.2. Delivery of Goods shall be in accordance with the Timetable and deliveries shall only be accepted during normal business hours. If Goods are to be delivered in instalments, this Agreement shall be construed as being a single contract in respect of each instalment. If Goods are delivered in excess, the excess shall remain at the Supplier's risk and return of any excess shall be at the Supplier's expense.
- 5.3. Signature by or on behalf of Experian of any delivery documentation shall be without prejudice to the rights and remedies of Experian under this Agreement.

6. CHARGES

- 6.1. The price payable for the Goods shall be as stated on the Purchase Order or in the Schedule, and unless otherwise stated shall be:
 - 6.1.1. exclusive of any applicable value added tax (which shall be payable by Experian subject to receipt of a VAT invoice); and
 - 6.1.2. inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the goods and any duties or levies payable in connection with the supply of the Goods other than value added tax.
- 6.2. Experian shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase as customarily granted by the Supplier, unless otherwise agreed between the parties.
- 6.3. The Supplier shall provide Experian with an invoice for each consignment of Goods together with such other documentation as Experian may from time to time specify. In any event all invoices and correspondence (if appropriate) shall include all details required from time to time by HM Revenue and Customs for VAT purposes and in particular shall include those details as set out in the Schedule.

7. PAYMENT AND INVOICING

- 7.1. The Supplier shall submit its invoices to Experian following delivery and acceptance of the Goods.
- 7.2. Experian will pay for the Goods no later than the last day of the month following the month in which it receives a correct invoice from the Supplier (the "Due Date"). For the avoidance of doubt, if the Supplier does not include in any invoice the information specified in the Schedule, or if the amount invoiced is otherwise inaccurate, then such invoice will not be correct for the purpose of this Clause 7.2 and Experian shall be under no obligation to pay the Supplier until the Supplier has provided a correct invoice.
- 7.3. Experian reserves the right to deduct from or offset against any payment to the Supplier all monies due or becoming due to Experian from the Supplier whether in connection with this Agreement or otherwise.
- 7.4. Experian shall not be obliged to pay any invoice which is received more than 90 days after the delivery of the Goods to which it relates.

EXPERIAN LIMITED: TERMS AND CONDITIONS OF PURCHASE OF GOODS 2009/1

- 7.5. Failure to comply with the instructions set out in the Purchase Order or in the Schedule may delay payment.
- 7.6. No variation from the price set out in the Purchase Order nor additional charges may be invoiced without the prior consent in writing of Experian.
- 7.7. If any sum under this Agreement is not paid by the Due Date then, without prejudice to the parties' other rights under this Agreement, interest shall become payable upon that sum from the Due Date until payment is made in full, at a rate of 2% above Barclays Bank base rate as set from time to time. The Supplier is not entitled to suspend deliveries of Goods as a result of any sums being outstanding.
8. **CONFIDENTIALITY**
- 8.1. The Supplier shall keep in strictest confidence all Confidential Information disclosed to it by Experian or its agents or otherwise understood or received by it pursuant to fulfilling its obligations under this Agreement and the Supplier shall restrict disclosure of such Confidential Information to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging its obligations to Experian and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind it. At Experian's request or, if no request is made, upon completion of this Agreement, the Supplier shall delete from its systems and return to Experian all such Confidential Information.
- 8.2. The restrictions in Clause 8.1 do not apply to any information to the extent that it:
- 8.2.1. is or comes within the public domain other than through a breach of Clause 8.1; or
- 8.2.2. is in the Supplier's possession (with full right to disclose) before disclosure is made under the terms of this Agreement; or
- 8.2.3. is lawfully received from a third party (with full right to disclose); or
- 8.2.4. is independently developed by the Supplier without access to or use of the Confidential Information; or
- 8.2.5. is required to be disclosed by law or by a court of competent jurisdiction or by any regulatory body.
9. **PUBLICITY**
- 9.1. The Supplier shall not disclose the making of this Agreement in any journal/magazine/publication or other medium or otherwise use Experian's name or logo or the name or logo of any of Experian's customers in any of its advertising or publicity material (including without limitation in any press release or statement) without first receiving written consent from Experian's Head of Procurement and/or Public Relations Director, which may be withheld or given in Experian's absolute discretion.
10. **INTELLECTUAL PROPERTY**
- 10.1. The Supplier shall acquire no rights or interests in any Intellectual Property Rights of Experian by virtue of this Agreement.
- 10.2. The Supplier shall make no use whatsoever of any Intellectual Property Rights of Experian unless authorised in advance in writing to do so by Experian. If and to the extent that Experian so authorises the Supplier, the Supplier warrants, represents and undertakes that it shall:
- 10.2.1. only use such Intellectual Property Rights as Experian authorises, for the specified purposes that Experian authorises and no other purposes whatsoever; and
- 10.2.2. comply with the directions from time to time issued by Experian about the use of Experian's Intellectual Property Rights.
- 10.3. The Supplier shall indemnify and keep Experian indemnified against any and all losses, costs, damages, liabilities, claims, demands and expenses suffered or incurred by Experian (including legal expenses reasonably and properly incurred) arising out of any claim brought against Experian by any third party alleging that its Intellectual Property Rights are infringed by the use by Experian of the Goods provided that Experian:
- 10.3.1. informs the Supplier of such claim;
- 10.3.2. does not make any admissions that prejudice, or might prejudice the defence of such claim;
- 10.3.3. allows the Supplier complete control over the defence of, and over all negotiations relating to, such claim; and
- 10.3.4. provides the Supplier with all reasonable assistance as requested by the Supplier.
11. **DATA PROTECTION, COMPLIANCE & INFORMATION SECURITY**
- 11.1. Each party undertakes to the other that it will at all times pursuant to this Agreement comply with all applicable legislation, regulations, and other rules having equivalent force (including but not limited to the DPA) and any subordinate or associated regulations.
- 11.2. In relation to the DPA the parties shall in addition to the general obligations under Clause 11.1 and without prejudice to any other provisions of this Agreement:
- 11.2.1. notify all relevant details of any processing of Personal Data to the Information Commissioner as set out in the DPA and only process such Personal Data in accordance with the terms of its registration under the DPA; and
- 11.2.2. comply with the rights of the individuals to whom the provision of the Services relates as set out in the DPA.
- 11.3. Each party warrants that it has in place and undertakes to maintain throughout the duration of this Agreement appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of or damage to or disclosure of Personal Data.
- 11.4. The Supplier shall not process any Personal Data of Experian other than as reasonably necessary for the provision of the Services or otherwise in accordance with the instructions of Experian, and shall not without the prior written consent of Experian export or process any Personal Data of Experian outside the United Kingdom.
- 11.5. Information security is a strategically important issue to Experian. The Supplier acknowledges that if it will handle or have access to, or is likely to handle or have access to, any data or other information of Experian ("Experian Information") it will have been required to complete an Experian information security questionnaire ("Security Questionnaire") as part of Experian's supplier selection and management process. If at any time the Supplier is handling or has access to Experian Information and has not completed a Security Questionnaire, Experian shall be entitled to terminate this Agreement by notice in writing to the Supplier (provided that if this is because of any act or omission of Experian, Experian shall give the Supplier a reasonable opportunity to complete a Security Questionnaire before exercising this right);
- 11.6. The Supplier warrants to Experian that whilst this Agreement remains in force (and without prejudice to the provisions of Clauses 8 and 11.4) it will have and keep in place any information security measure which the Supplier has indicated to Experian (either in its response to the Security Questionnaire, or otherwise in writing) that it has or will have in place;
- 11.7. The Supplier acknowledges that in deciding whether to place business under any agreement with a supplier, and/or whether to renew or extend any such agreement, Experian will have regard to the principles and requirements of its "Supplier Security Requirements" document ("the Security Requirements") a copy of which will either have been provided to the Supplier, or which can be made available on request. The Supplier will act reasonably in assisting Experian in measuring its performance against, and achieving compliance with, the Security Requirements."
12. **INSURANCE**
- 12.1. The Supplier shall effect with a reputable insurance company and keep in effect for the term of this Agreement adequate public liability insurance and product liability insurance. Each policy shall be effected for no less than £1,000,000.
- 12.2. The Supplier shall on request from time to time provide Experian with such evidence of insurance, and payment of premiums in connection with the policies as Experian may reasonably require.

EXPERIAN LIMITED: TERMS AND CONDITIONS OF PURCHASE OF GOODS 2009/1

13. GUARANTEES

- 13.1. The Supplier shall transfer to Experian any guarantee or similar rights given by any manufacturer or supplier from whom it acquires the Goods. To the extent that such guarantee or similar rights are not transferable, the Supplier undertakes at Experian's request to enforce such guarantee or rights on behalf of Experian.

14. TERMINATION

- 14.1. Either party may terminate this Agreement immediately without liability to the other and without prejudice to its other rights at any time by giving notice in writing to the other party:

14.1.1. if the other party is in material breach of any of the terms of this Agreement which is not capable of remedy;

14.1.2. if the other party is in material breach of any of the terms of this Agreement and, where remedial, has failed to remedy that breach within 30 days of being notified in writing of it;

14.1.3. if the other party enters into liquidation (apart from solvent liquidation for the purposes of amalgamation or reconstruction), is dissolved, is declared bankrupt, has a receiver, administrator or administrative receiver appointed over all or part of its assets, enters into an arrangement with its creditors, or takes or suffers any action similar to those set out above; or

14.1.4. if the other party's financial position deteriorates to such an extent that in the reasonable opinion of the other party its capability to adequately fulfil its obligations hereunder has been placed in jeopardy.

- 14.2. Experian shall be entitled to terminate this Agreement without liability to the Supplier and without prejudice to Experian's other rights at any time by giving notice in writing to the Supplier if any of the following occurs:

14.2.1. if the Supplier fails to deliver the Goods or any part of them in accordance with this Agreement; or

14.2.2. if there is a change of control or change in the ownership of the Supplier.

- 14.3. Termination of this Agreement (or any element of it) shall not affect any rights, obligations or liabilities of either party which have accrued before termination or which are intended to continue to have effect beyond termination.

- 14.4. On termination for any reason the Supplier shall immediately deliver to Experian all specifications, materials and other documentation written/created pursuant to this Agreement together with the Goods as existing at the date of such termination, whether or not complete. In the event the Supplier fails to deliver within 30 days of the date of termination, Experian shall be entitled to enter the Supplier's premises to take possession of all such effects.

15. HEALTH AND SAFETY

- 15.1. The Supplier shall ensure that any Goods supplied or installed under this Agreement comply with all applicable legal requirements of the UK, the EU and any relevant international requirements and in particular the Supplier agrees before delivery to furnish Experian with a list in writing of any harmful or potentially harmful properties or ingredients in the Goods supplied.

- 15.2. Experian will rely on the supply of information from the Supplier under Clause 15.1 in order to satisfy its own obligations under the Health and Safe at Work etc Act 1974 (as amended and updated) and the Health and Safety at Work Regulations 1992 (Display Screen Equipment).

16. ETHICAL STANDARDS & STAFF VETTING

- 16.1. The Supplier warrants, undertakes and represents that it:
- 16.1.1. shall not employ or use any person below the age of 14 or 15 (depending on country) or below the legal minimum age (where this is higher) in all countries in which it operates or sources goods or services;
- 16.1.2. shall not use forced labour in any form (prison, indentured, bonded or otherwise) and staff are not required to lodge papers or deposits on starting work;
- 16.1.3. shall comply with all applicable local environmental, safety and health regulations and

shall provide a safe and healthy workplace, presenting no immediate hazards to its staff;

16.1.4. within the customs and practices of the countries in which the supplier operates, shall not discriminate against any worker on any grounds (including race, religion, disability, age or gender);

16.1.5. shall not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse;

16.1.6. shall pay each employee at least the minimum wage, or the prevailing industry wage, (whichever is higher) and provides each employee with all legally mandated benefits;

16.1.7. shall comply with the laws on working hours and employment rights in the countries in which it operates;

16.1.8. shall comply with all relevant environmental legislation in the regions in which it operates; and

16.1.9. has identified all the hazardous or toxic waste that it or its contractors or agents produce and that it is confident that all waste is disposed of by competent bodies via authorised disposal routes; and

16.1.10. supports the rights of workers to form or join trade unions which are free to meet without hindrance.

- 16.2. The Supplier shall at its own cost comply with Experian's generic requirements from time to time relating to the vetting of individuals employed in sensitive roles as set out in the Schedule or as communicated separately to the supplier from time to time. Experian shall not be liable to the Supplier for any revenue which the Supplier fails to earn as a result of any delay by the Supplier in complying with these requirements.

17. FORCE MAJEURE

- 17.1. Neither party will be liable for any delay or failure in the performance of its obligations under this Agreement if such delay or failure is due to an event of Force Majeure.

- 17.2. If Force Majeure occurs, the delaying party shall be entitled to an extension of time for so long as the Force Majeure persists on condition that it promptly notifies the other party ("unaffected party") of the event of Force Majeure and discusses with it possible action to be taken to overcome the effect of Force Majeure and provided it uses all reasonable endeavours to overcome the event of Force Majeure.

- 17.3. If the Force Majeure persists for a period of 28 days or longer, the unaffected party may give notice to the other to terminate this Agreement with effect from a date specified in the notice without penalty or other liability (except for any liability on the Supplier to pay any refund to Experian).

18. GENERAL PROVISIONS

- 18.1. This Agreement and all documents referred to in it constitute the parties' complete agreement relating to its subject matter and supersedes any previous agreements or arrangements between the parties relating to the same subject matter and, save for fraudulent misrepresentations, neither of the parties shall be bound by, or liable to the other party for, any representation, promise or inducement made by any agent or person on behalf of such party that is not contained in this Agreement.

- 18.2. No amendment or variation of this Agreement shall be valid or binding unless:

18.2.1. it is made in writing and signed by an authorized representative for each party to this Agreement; or

18.2.2. it is an electronic communication from Experian's electronic procurement system with the sender identified as purchasing.admin@uk.experian.com and expressly states such communication to be contractually binding.

- 18.3. The Supplier may not assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it, or purport to do any of these things, or sub-contract any or all of its obligations under this Agreement without the prior written consent of Experian. Experian may assign, transfer, charge, sub-license or deal in any other manner with this Agreement or any of its rights under it to its Group Companies without the prior written consent of the Supplier.

EXPERIAN LIMITED: TERMS AND CONDITIONS OF PURCHASE OF GOODS 2009/1

- 18.4. If either party fails to exercise a right or remedy that it has or which arises in relation to this Agreement, such failure shall not prevent that party from exercising that right or remedy subsequently in respect of that or any other incident.
- 18.5. A waiver of any breach or provision of this Agreement shall only be effective if it is made in writing and signed on behalf of the party who is waiving the breach or provision. Any waiver of a breach of any term of this Agreement shall not be deemed a waiver of any subsequent breach and shall not affect the enforceability of any other term of this Agreement.
- 18.6. If any part of this Agreement is found to be invalid or unenforceable by any Court or other competent body, such invalidity or unenforceability shall not affect the other provisions of this Agreement and such other provisions shall remain in full force and effect.
- 18.7. Nothing in this Agreement is intended to, or shall, operate to:
- 18.7.1. create a partnership or joint venture of any kind between the Supplier and Experian;
 - 18.7.2. authorise either party to act as agent for the other party; or
 - 18.7.3. authorise either party to act in the name or on behalf of, or otherwise to bind, the other party in any way.
- 18.8. Each party shall, at the reasonable request and cost of the other party, do whatever is reasonably required to give the other party the full benefit of all the provisions of this Agreement.
- 18.9. Any notices to be sent by one party to the other in connection with this Agreement except for the service of Court proceedings shall be in writing and shall be delivered personally or sent by special delivery post (or equivalent service offered by the postal service from time to time) or fax to the addresses of each party as set out on the signature page to this Agreement or as otherwise notified in accordance with the provisions of this Clause.
- 18.10. Notices shall be deemed to have been duly given as follows:
- 18.10.1. If delivered personally, upon delivery;
 - 18.10.2. If sent by post, two clear days after the date of posting;
 - 18.10.3. If sent by fax, when transmitted provided that a confirmatory copy is sent by special delivery by the end of the next business day after transmission.
- 18.11. If either party notifies the other party of a change to its details for the purposes of Clause 18.9, such notification shall only be effective on the date specified in such notice or seven days after notice is given, whichever is later.
- 18.12. If the address for service of notices under Clause 18.9 is outside the United Kingdom, the Supplier elects the person or organisation named in the Schedule for the purposes of accepting service of notices within the United Kingdom on the Supplier's behalf. Any notices sent to the Supplier in accordance with this Clause 18.12 are deemed given in accordance with Clause 18.10.
- 18.13. Persons who are not a party to this Agreement shall not have any rights under this Agreement and for the avoidance of doubt the parties agree that nothing in this Agreement shall be construed as creating a right which is enforceable by any person who is not a party to this Agreement.
- 18.14. This Agreement and all matters arising out of it shall be governed by, and construed in accordance with, the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.
19. **DEFINITIONS**
- 19.1. "**Agreement**" is as defined on the signature sheet;
- 19.2. "**Commencement Date**" means the earlier of the date of the second signature to the signature sheet of this Agreement or the date of the first Purchase Order.
- 19.3. "**Confidential Information**" means any and all information relating to the trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customer lists, market opportunities, transactions, affairs and/or business of the parties and/or to their customers, suppliers, clients or Group Companies in or on any medium or format.
- 19.4. "**Description**" means any documents provided by the Supplier that sets out details of the agreed functionality to be provided by any Goods and as may be referred to in the Schedule.
- 19.5. "**DPA**" means the Data Protection Act 1998 and any subordinate legislation having effect in England.
- 19.6. "**Force Majeure**" means any act of government or state, civil commotion, epidemic, fire, flood, industrial action or organised protests by third parties, natural disaster, war, failure of payment systems or event beyond the reasonable control of the party claiming to be excused from performance of its obligations.
- 19.7. "**Goods**" means the Goods identified in the Schedule and/or any Purchase Order together with any other items provided by the Supplier to Experian in connection with this Agreement.
- 19.8. "**Group Companies**" shall mean and include any company which in relation to either party is a subsidiary, holding company or subsidiary of a holding company as the terms "subsidiary" and "holding company" are defined by Section 1159 of the Companies Act 2006 (as amended).
- 19.9. "**Intellectual Property Rights**" means copyright, database rights, patents, registered and unregistered design rights, registered and unregistered trade marks and all other industrial, commercial or intellectual property rights existing in any jurisdiction in the world and all the rights to apply for the same.
- 19.10. "**Personal Data**" shall have the meaning specified in the DPA.
- 19.11. "**Purchase Order**" means each of Experian's purchase orders issued to the Supplier in accordance with this Agreement.
- 19.12. "**Schedule**" means the schedule as attached to this Agreement.
- 19.13. "**Timetable**" means any timetable expressly set out or referred to in the Schedule or otherwise agreed between the parties from time to time and relating to the manufacture and/or delivery of the Goods.