

Appendix 4: Terms & Conditions

1. GENERAL PROVISIONS

1.1 Introduction

1.1.1 This Appendix 4 (*Terms & Conditions*), together with its sub-appendices, sets out mandatory terms and conditions for deliveries under Call-Off Contracts entered into under the Framework Agreement.

1.1.2 The Terms & Conditions form an integrated part of the Call-Off Contracts.

1.1.3 Appendix 4.5 (*Supplier Standard Terms & Conditions*) shall not apply to the extent it does not fully comply with all other documents of Appendix 4 (*Terms & Conditions*) and the Framework Agreement otherwise, to the extent that:

- (i) it includes any exclusion or limitation of the Supplier's liability or any obligation of the Supplier to perform under a Call-Off Contract;
- (ii) they require the Customer to indemnify Supplier (or any related parties) or increase the Customer's liability to the Supplier (or any related party);
- (iii) they relate to choices of law or legal venue; or
- (iv) they include or refer to any terms and conditions of any third party, which the Customer is required to comply with or enter into directly with the third party in order to utilise the Services provided by the Supplier. The Supplier shall fully indemnify the Customer and keep Customer indemnified from and against any and all losses suffered or incurred by the Customer arising from or in connection with any liability that may arise for the Customer to any such third party inconsistent or non-compliant with this clause 1.1.3(iv).

1.1.4 The Call-Off Contracts are independent agreements between a Customer and the Supplier that shall be performed in accordance with the terms and conditions of the respective Call-Off Contracts.

1.2 Definitions

1.2.1 Capitalised terms and expressions shall have the meaning set out in the Framework Agreement Appendix 7 (*Definitions*) or, if not defined in Appendix 7 (*Definitions*), as otherwise defined in the applicable document.

1.3 Appendices

1.3.1 The following appendices (including its attachments and related documents) are included as an integrated part of this Appendix 4 (*Terms & Conditions*);

Appendix 4 (<i>Terms & Conditions</i>)
Appendix 4.1 (<i>General Terms & Conditions</i>)
Appendix 4.2 (<i>Special Terms & Conditions</i>) Attachment 4.2.1 (<i>Template DPA and SCC</i>) Attachment 4.2.2 (<i>Compliance with information security and data protection provisions</i>)
Appendix 4.3 (<i>Ethical Requirements</i>)

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Attachment 4.3.1 (<i>Self-assessment human rights</i>)
Appendix 4.4 (<i>Environmental Requirements</i>)
Appendix 4.5 (<i>Supplier Standard Terms & Conditions</i>)
Attachment 4.5.1 (<i>List of Subcontractors</i>)

1.4 Order of precedence

1.4.1 In the event of conflict, ambiguity or inconsistency between other documents, the following shall apply:

- a) the main text of the Framework Agreement and Appendix 7 (*Definitions*) shall take precedence over all other documents;
- b) this Appendix 4 (*Terms & Conditions*), except for Appendix 4.5 (*Supplier Standard Terms & Conditions*), shall take precedence over all documents except as provided for in a) above. Within Appendix 4 (*Terms & Conditions*), the documents take precedence in the order they are numbered;
- c) the Framework Agreement Appendix 2 (*Charges*) shall take precedence over Call-Off Contract Attachment 5 (*Detailed Charges*) unless Call-Off Contract Attachment 5 (*Detailed Charges*) are more beneficial for the Customer;
- d) Call-Off Contract Attachment 1 (*Customer's requirement Specification*) shall take precedence over Call-Off Contract Attachment 2 (*Supplier's solution description*), unless explicitly stated otherwise in the Call-Off Contract Attachment 2 (*Supplier's solution description*) with a specific, clear, and accurate reference to the provision it intends to modify, or Call-Off Contract Attachment 2 (*Supplier's solution description*) is more beneficial for the Customer; and
- e) The Data Protection and Information Security requirements set out in Section B of Appendix 4.2 (*Special terms & Conditions*) take precedence over the Data Protection Agreement. The Call-Off Contract Attachment 1 (*Personal data description*) shall take precedence over the Data Protection Agreement.
- f) Appendix 4.5 (*Supplier Standard Terms & Conditions*) shall have priority after all other documents.