



## STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES

In these Standard Terms and Conditions for the Supply of Goods and/or Services (“**Terms**”), PMI Global Studio Limited is **PMIGSL, we or us**, the supplier or service provider is the **Supplier or you** and each of **PMIGSL** and the Supplier is a **party**. These Terms will apply to any goods (**Goods**) and/or any services (**Services**) we buy from you, unless otherwise agreed in writing between us.

### 1. ORDER PROCESS

- 1.1 All purchase orders placed by us (each a **Purchase Order**) are placed on these Terms, together with any other terms and conditions that we have agreed with you in writing (together the **Agreement**). Where we have entered into a separate written agreement with you in relation to your supply of Goods or Services, the terms of that written agreement shall prevail over these Terms in the event of a conflict.
- 1.2 Fulfilment by you of any Purchase Order constitutes formal acceptance by you of the Agreement, which shall supersede and replace any oral or written agreement and shall apply to any Goods or Services (together **Deliverables**) supplied to us in the past or in the future by you.
- 1.3 We do not accept and hereby reject any terms or conditions quoted or offered by you unless they have been expressly agreed in writing by an authorised representative of PMIGSL.
- 1.4 If you are not prepared to supply Deliverables on the terms and conditions of the Agreement you should return the Purchase Order to us endorsed “Rejected” and not take any steps to supply the Deliverables.

### 2. DELIVERABLES

You undertake and warrant that: (i) all Deliverables shall conform in all respects with any proposals, samples, trials or representations made by you as well as any particulars specified in the Purchase Order and any variations thereto; (ii) all Deliverables shall conform in all respects with the requirements of any applicable statutes, orders, regulations or codes of conduct from time to time in force; (iii) all Goods shall be of satisfactory quality, fit and sufficient for the purpose for which such goods are ordinarily used and for any particular purpose made known to you by us; (iv) all Services will be supplied with no less than professional skill and care; and (v) you have necessary rights, licences, title and authorisations required to provide the Deliverables to us. You acknowledge and agree that we are relying on your skill and judgement in placing a Purchase Order.

### 3. PRICE AND PAYMENT TERMS

- 3.1 The price payable by us in complete consideration for the Deliverables (the **Charges**) shall be as stated in the Purchase Order and no increase will be accepted by us unless agreed by us in writing.
- 3.2 You will invoice us for the Charges as set out in the Purchase Order and not before delivery of the Deliverables or completion of any applicable payment milestone shown in the Purchase Order.
- 3.3 Your invoices must:
  - (a) include your complete company name and UK address;
  - (b) be addressed to PMI Global Studio Limited at the address shown above;
  - (c) be emailed by PDF to [global-studio@pmi.com](mailto:global-studio@pmi.com) (Declaration of PDF invoicing must be signed);
  - (d) include a unique invoice number and issue date/tax point;
  - (e) include your VAT number and clearly and separately show any VAT which is due and the corresponding rate (if any is due);
  - (f) clearly identify the Deliverables, the date on, or period in respect of which, the Deliverables were provided and include any other information required by us from time to time to evidence proof of performance; and

(g) contain our Purchase Order number.

- 3.4 All Charges are exclusive of Value Added Tax or equivalent goods sales tax which shall also be paid by us, if applicable, provided a receipt that is valid for such tax purposes is provided to us.
- 3.5 We reserve the right to refuse or withhold payment and reject any invoices that do not comply with the Agreement. Where any invoices are received more than three months after their expected billing date, we reserve the right to refuse payment and you will be deemed to have waived the right to payment.
- 3.6 Save as set out in the Agreement, you may not charge us for any expenses you incur except those which are reasonable in amount, have been reasonably incurred and have been approved in advance by us and which can, at our request, be substantiated by supporting receipts or other evidence.
- 3.7 Unless otherwise stated in the Agreement, we will execute payment in pounds sterling within 60 days of receipt of an invoice that complies with the Agreement. Payment will be made by us only into your specified bank account, which must be located either in the UK or in the same country as your place of business.
- 3.8 You agree that any late payment by us will attract interest at the rate of 2% per annum above the base rate of the Bank of England calculated from the due date to the date of actual payment. The Late Payment of Commercial Debts (Interest) Act 1998 will not apply to this Order.
- 3.9 We may deduct any sum due to us from you from any amount invoiced to us by you.

#### **4. DELIVERY**

- 4.1 Unless otherwise stated in the Agreement, the Deliverables shall be delivered to the address shown in the Purchase Order.
- 4.2 The time of delivery shall be of the essence and your failure to deliver on time shall enable us (at our option) to release ourselves from any obligation to accept and pay for the Deliverables and/or to cancel all or part of the relevant Agreement, in either case without prejudice to our other rights and remedies.

#### **5. PROPERTY AND RISK**

Title and risk in Goods shall pass to us at the time of delivery.

#### **6. FAULTY DELIVERABLES**

- 6.1 Where Deliverables are defective or you are otherwise in breach of the Agreement we may at our option within one month of delivery of the Deliverables or such longer period as is reasonably necessary for us to discover any breach or (if longer) the period usually offered by you under your guarantee: (i) have the Goods repaired or replaced by you or any Services re-performed by you in each case at your cost; or (ii) reject the Deliverables in whole or in part and recover any sums paid to you.
- 6.2 Any Goods rejected or returned by us shall be returned to you at your risk and expense.

#### **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1 In this clause 7 **IPR** means all current and future copyright, patents, trademarks or rights in databases, inventions or trade secrets, know-how, rights in designs, topographies, trade and business names, domain names, marks and devices (whether or not registered) and all other intellectual property rights and applications for any of those rights (where such applications can be made) capable of protection in any relevant country of the world.
- 7.2 Any IPR in the Deliverables which were created by or for you prior to the Agreement (**Pre-existing IPR**) are licensed by you to us free of charge on a non-exclusive, worldwide basis to such extent as is necessary to enable us to make use of the Deliverables.

- 7.3 Save for Pre-existing IPR, you hereby assign to us, with full title guarantee and free from all third party rights, all IPR in any Deliverables designed or produced by you specifically for us (**New IPR**). At your own expense, you shall, and shall use all reasonable endeavours to procure that any third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to the Agreement, including securing for us all right, title and interest in and to the New IRP and all other rights assigned to us in accordance with this clause.
- 7.4 You agree not to cause or permit or to assist or allow others to do anything which may damage or endanger the IPR of PMIGSL or any member of PMIGSL's Group (as defined in Clause 12.14.1 below).
- 7.5 You warrant that the provision of the Deliverables will not infringe the IPR of any third party.

## 8. CONFIDENTIALITY

- 8.1 Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or its or their affiliates, (whether oral, in writing, machine readable or in any other form and including material (whether electronically recorded, in writing or otherwise) (**Confidential Information**) except as permitted by clause 8.2.
- 8.2 Each party may disclose the other party's Confidential Information:
- 8.2.1 to its employees, officers, representatives, subcontractors or professional advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors and professional advisers to whom it discloses the other party's Confidential Information comply with this clause 8; and
- 8.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.3 Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Agreement.
- 8.4 Upon our request you will promptly return to us all or any part of Confidential Information obtained from us.
- 8.5 The obligations in this section 8 are enduring and binding both prior to and after the performance of obligations under this agreement.

## 9. INFORMATION SECURITY AND DATA PROTECTION

- 9.1 To the extent that you access our information systems otherwise than from our premises or by use of our hardware, you shall ensure that you comply with our information security schedule available at <https://www.pmi.com/legal/legal-documents> (as varied or replaced from time to time).
- 9.2 In this clause 9, **Data Protection Legislation** means all applicable data protection and privacy legislation in force from time to time and **Controller, Processor, Data Subject, Personal Data, Personal Data Breach** are as defined in the Data Protection Legislation.
- 9.3 Both parties will comply with all applicable requirements of the Data Protection Legislation.
- 9.4 For the purposes of the Data Protection Legislation, PMIGSL is the Controller and the Supplier is the Processor. The table below sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject:

(i) Subject matter of the Processing:	The provision of the Services to the Buyer.
(ii) Duration of the Processing:	The term of the agreement.
(iii) Nature and purpose of the Processing:	As per the description of the Services, and as further specified

	in the Purchase Order.
(iv) Types of Personal Data being Processed:	Insert Details OR [See the Purchase Order.]
(v) Categories of Data Subject to whom the Personal Data being Processed relates:	Insert Details OR [ See the Purchase Order.]

9.5 Without prejudice to the generality of clause 9.3, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement, the Supplier shall:

- 9.5.1 process that Personal Data only on behalf of the PMIGSL (and not for itself), for the purpose of providing the Deliverables, so far as necessary to provide the Deliverables; and in accordance with the PMIGSL's reasonable and documented instructions from time to time and not retain Personal Data for any longer than is necessary for these purposes; and
- 9.5.2 implement and maintain appropriate technical and organisational measures necessary to protect Personal Data from accidental or unlawful destruction, damage, loss, alteration, unauthorised disclosure or access, including the measures set out in our information security schedule available at <https://www.pmi.com/legal/legal-documents> and (without prejudice to the generality of the foregoing), as required by applicable data protection law; and
- 9.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 9.5.4 transfer any Personal Data outside the country in which it was obtained only with our prior written consent and only provided that appropriate safeguards as defined by Data Protection Legislation are in place in relation to the transfer; and
- 9.5.5 notify us without undue delay on becoming aware of a Personal Data Breach; and
- 9.5.6 promptly assist us in responding to any request from a Data Subject and in ensuring compliance with our obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; and
- 9.5.7 at our written direction, delete or return Personal Data and copies thereof on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- 9.5.8 maintain complete and accurate records and information to demonstrate your compliance with this clause 9; and
- 9.5.9 take all reasonable steps to ensure the reliability of the personnel which will have access to any Personal Data and ensure that any of your employees (or of any of your sub-contractors) requiring access to any Personal Data gives a written undertaking not to access, use, disclose or retain Personal Data except in performing their duties of employment.

9.6 Should the Supplier appoint any third party processor of Personal Data under this agreement, Supplier shall engage them on terms that provide equivalent protections to those set out in this clause 9.

## 10. SUPPLIER PERSONNEL

10.1 You shall procure that all of your employees, sub-contractors and agents (**Supplier Personnel**) attending our or a third party's site in connection with the Agreement comply with: (a) any reasonable directions or instructions given to them; and (b) any applicable security, health and safety or other notices and regulations.

- 10.2 You shall be solely responsible for all matters arising out of any contract of employment or engagement of Supplier Personnel, whether express or implied; and you shall not do (or omit to do) anything which could or could be expected to imply an employment relationship between us and such Supplier Personnel. You agree to indemnify us and hold us harmless against any actual or threatened loss which we may suffer as a result of any claim that an employment or other relationship exists between us and any of the Supplier Personnel or arising out of your failure to comply with this clause.
- 10.3 Without limiting clauses 10.1 and 10.2, you agree to indemnify us and hold us harmless against all losses suffered by us, either directly or indirectly or which otherwise arise out of or in connection with: (a) any breach of Regulation 13 (duty to inform and consult representatives) of the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended (**TUPE**); (b) any actual or alleged act or omission by you of any of your obligations or liabilities, or any other event occurring prior to the termination of the Agreement, in relation to Supplier Personnel; and (c) without limitation, any claim for redundancy payment, unfair dismissal compensation or notice monies and expenses or a protective award, in connection with or as a result of any claim or demand by any Supplier Personnel arising directly or indirectly from the termination of the Agreement or directly or indirectly from TUPE.

## **11. AUDIT**

- 11.1 You will maintain a complete audit trail and maintain records and supporting documentation of all financial and non-financial transactions relating to the Agreement.
- 11.2 PMIGSL and our internal and external auditors, inspectors, regulators and such other representatives as we may designate from time to time will have the reasonable right to perform audits and inspections of the Supplier and your sub-contractors to:
- 11.2.1 verify the make-up and accuracy of all Charges and invoices;
- 11.2.2 verify the integrity of Personal Data and examine the systems that process, store, support and transmit Personal Data;
- 11.2.3 examine the provision of the Deliverables and compliance with the Agreement.
- 11.3 You will (at no additional cost to us) give PMIGSL and our audit representatives full access and your full co-operation at all reasonable times and on reasonable notice to the premises, equipment, systems and records which are used by you in the performance of the Agreement.

## **12. GENERAL TERMS**

- 12.1 You agree and undertake to comply with and ensure that all members of your staff comply with our directions, procedures and policies in relation to the provision of the Deliverables including the PMI Code of Conduct and as we may otherwise notify to you from time to time. The current PMI Code of Conduct can be found at: [http://www.pmi.com/eng/about\\_us/how\\_we\\_operate/compliance/pages/code\\_of\\_conduct.aspx](http://www.pmi.com/eng/about_us/how_we_operate/compliance/pages/code_of_conduct.aspx)
- 12.2 The Supplier will not give or offer to give anyone employed by PMIGSL a bribe of any kind or any gift as an inducement or reward for doing or refraining from doing any act in relation to the Agreement. Any breach of this clause will be a breach of the Agreement, which cannot be remedied.
- 12.3 You will indemnify us in respect of all claims, losses, damages, fines or costs of whatever nature arising directly or indirectly from:
- 12.3.1 any breach of any warranty, term or condition contained in the Agreement;
- 12.3.2 non-delivery, late delivery or short delivery;
- 12.3.3 damage to property or injury to any person that arises from any defect in the Deliverables or from your performance of the Agreement;

- 12.3.4 misleading or inaccurate information contained in any associated instructions or documentation;
- 12.3.5 infringement or alleged infringement of any patent, trade mark, copyright, design right or other intellectual property rights;
- 12.3.6 any other act or omission by you, your employees, agents or sub-contractors in relation to the Agreement.
- 12.4 You warrant that you have in effect and will maintain in effect for a period of 7 years following the provision of the Deliverables suitable and sufficient insurance with a reputable insurance company.
- 12.5 You warrant that you have and will maintain all necessary permits, licences, certification and registrations required by law and will provide us with copies on request.
- 12.6 Our entire liability to you under the Agreement shall be limited to the amount of the Charges paid or payable for the Deliverables as set out in the Agreement. This clause does not in any way limit our liability for death or personal injury caused by our negligence or for fraud.
- 12.7 You shall not publicise (for example by making press statements or by issuing press releases) or release any information relating to us or the Agreement except with our prior written consent.
- 12.8 Without prejudice to any other remedy either party may cancel any Purchase Order and/or terminate the Agreement at any time without further liability to the other party following any breach that is not remedied within 14 days of receiving a notice of the breach, or non-observance of any of the terms of the Agreement or following any act of bankruptcy, petition for bankruptcy or winding-up or the passing of a resolution for winding-up or the appointment of a receiver or administrative receiver of the other party, any part of its business or any of its assets.
- 12.9 PMIGSL shall also have the right to terminate this agreement at any time for convenience by no less than 21 days' notice to the Supplier, in which case PMIGSL will be liable for fees up to the effective date of termination (or, in the case of "fixed price" Deliverables, an equitable sum to reflect the Seller's progress towards achieving the Deliverables)
- 12.10 You may not sub-contract or assign your rights or obligations unless we have consented in writing. Where we consent, you will remain jointly and severally liable with the sub-contractor or assignee for their acts and omissions.
- 12.11 Should we delay or fail to enforce any term of the Agreement it shall not constitute a waiver of our right to enforce any other term, or the same term on a later occasion, unless expressly confirmed by us in writing.
- 12.12 If any term of the Agreement is deemed or held to be void or unenforceable the other terms shall remain in full force and effect. The headings to these Terms shall not affect their interpretation.
- 12.13 You agree that the Agreement is governed by English Law. This includes all non-contractual obligations arising from or connected with it. You submit to the exclusive jurisdiction of the English Courts.
- 12.14 No term herein, express or implied is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Order and any resultant Contract except that:
- 12.14.1 a member of PMIGSL's Group (meaning PMIGSL and any "group undertaking" of PMIGSL as defined in Section 1161 (5) of the Companies Act 2006) shall have the right to enforce any rights or benefits in the Agreement; and
- 12.14.2 a member of PMIGSL Group shall have the right to enforce the rights or benefits of any indemnity, limitation, and/or exclusion of liability in the Agreement.
- 12.15 Should any dispute arise in connection with this agreement, either party may require a meeting of senior management to resolve the dispute in informal discussions to take place within 7 days of a written request; and if such meeting is unsuccessful, either party may require the other to enter into non-binding mediation to attempt to settle the matter in accordance with the CEDR Model Mediation Procedure.

- 12.16 The Agreement constitutes the entire agreement and understanding between you and us relating to the provision of the relevant Deliverables. Except as may be expressly stated in the Purchase Order, it shall supersede and cancel all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between you and us. We and you acknowledge and agree that in entering into the Agreement we do not rely on any prior statement, representation, warranty or understanding save to the extent that such statement, representation, warranty or understanding is incorporated into the Agreement. We and you acknowledge and agree that in entering into the Agreement neither of us has relied on (or has been induced to enter into) the Agreement by any statement, representation, warranty or understanding made prior to this agreement.
- 12.17 Any notice given under or pursuant to the Agreement shall be sent by hand or by first class post addressed to the PMIGSL Legal Department and/or the directors of you or us at the respective registered office address and will be deemed served immediately by hand or 2 days after posting if sent by first class post.