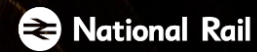


Rail Delivery Group



RDG Purchase Order Terms and Conditions

April 2023

Agreed Terms

1. DEFINITIONS AND INTERPRETATION

1.1. The following definitions apply in this Contract:

Conditions:	the terms stated in the Contract.
Contract:	the Contract shall mean the Conditions and the Purchase Order.
Documents:	means all records, reports, studies, documents, papers, correspondence, specifications, and other materials whatsoever and any drafts of the aforementioned and in any media originated by or for the Supplier in providing the Services.
Goods:	any goods to be supplied by the Supplier as required by the Contract and detailed in the Purchase Order.
Intellectual Property:	Means: a) patents, trademarks, service marks, domain names, registered designs, utility models, applications for and the right to make applications for any such rights, inventions, know how, confidential information, unregistered trademarks and service marks, trade and business names, including rights in any getup or trade dress, copyrights, (including rights in computer software or databases) unregistered design rights and other rights in designs and rights in databases; b) rights under licences, consents, orders, statutes or otherwise in respect of any rights of the nature specified in paragraph (a) above; and c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) above and in each case in any jurisdiction
Price:	the price RDG will pay the Supplier for providing the Services as set out in the Purchase Order.
Purchase Order:	the official order document supplied by RDG setting out details of RDG's requirements and the Purchase Order shall be incorporated into the Contract.
Purchaser / RDG:	As defined on the Purchase Order
Services:	any such services to be provided by the Supplier, as required by the Contract and detailed in the Purchase Order.
Supplier:	As defined on the Purchase Order

2. The contract

These Conditions govern the Contract between RDG and the Supplier. No other Conditions will apply. The supply of Goods and / or supply of Services in response to the Purchase Order shall expressly and irrevocably mean that the Supplier has agreed to supply to RDG the Goods and/or Services and that the Supplier accepts these Conditions and agrees that no other terms apply to the Contract.

3. The price and payment

- 3.1. The Price of the Goods or Services is fixed on the Purchase Order.
- 3.2. No variation in Price will apply unless agreed in writing by RDG's authorised representative prior to delivery of Goods or completion of Services.
- 3.3. Payment for Goods received, or Services completed to RDG's satisfaction, will be made within 30 days of receipt of an itemised, correct and undisputed invoice.
- 3.4. The Supplier's invoice shall quote the Purchase Order number and shall be addressed as set out on the Purchase Order. The invoice must be sent to accounts@raildeliverygroup.com.
- 3.5. RDG will not be responsible for delays in payment arising from failure to comply with these invoicing instructions.
- 3.6. RDG will usually pay by BACS and provide a remittance advice to inform the Supplier that payment has been made.
- 3.7. RDG will pay any VAT and any other applicable sales taxes, duties or levies due.
- 3.8. Payment by RDG will be without prejudice to any rights or remedies available to RDG under the Contract, or otherwise.
- 3.9. RDG will be entitled to set off against any invoice any amount due from the Supplier to RDG under this or any other arrangement.
- 3.10. RDG will consider and verify any invoices submitted by the Supplier in a timely fashion and any undue delay by RDG in doing so will not be sufficient justification for failing to regard an invoice as valid and undisputed.
- 3.11. RDG agree that the Contract is not intended to create an employment relationship between the RDG and the Supplier or RDG and any officer or employee of the Contractor.
- 3.12. The Supplier agrees to indemnify RDG and keep RDG indemnified in respect of any claims that may be made by the relevant authorities against RDG in respect of income tax or National Insurance or similar contributions relating to the Services.

4. Time

Time of delivery of the Goods and commencement and completion of the Services is of the essence of the Contract.

5. Quality of goods

- 5.1. The Goods supplied under the Contract shall be to RDG's satisfaction and shall conform to the Purchase Order.
- 5.2. Specifically the Goods shall:
 - 5.2.1. be fit for any purpose made known to the Supplier expressly or by implication; and
 - 5.2.2. be of satisfactory quality; and
 - 5.2.3. be entirely safe and conform to all relevant British and European standards and / or legislation; and
 - 5.2.4. be new; and
 - 5.2.5. comply with any samples, patterns, drawings, plans and specifications provided by RDG or on behalf of RDG.

6. Quality of services

- 6.1. The Services supplied under the Contract shall be to RDG's satisfaction and conform to the Purchase Order.
- 6.2. Specifically in relation to the Services the following shall apply:
 - 6.2.1. the Services shall be performed with due skill, care and diligence including industry best practice;
 - 6.2.2. The Supplier shall ensure that sufficient resources are available to complete the Services successfully and to RDG's satisfaction;
 - 6.2.3. the Services shall be supplied by supervised, experienced, qualified, trained and competent staff;
 - 6.2.4. RDG relies on the Supplier's skill, judgement and experience; and
 - 6.2.5. If the Supplier sub-contracts any part of the Services, the Supplier shall remain responsible for all acts and omissions of its sub contractors and the acts and omissions of those employed or engaged by the sub contractors as if they were its own.

7. Inspection, acceptance and rejection of Goods

- 7.1. RDG will inspect the Goods when they are delivered.
- 7.2. Provided that the Goods are of satisfactory quality in accordance with clause 5, RDG will accept the Goods upon payment of the invoice. Title and risk shall pass to RDG on delivery of the Goods.
- 7.3. The Supplier shall permit the Purchaser or its authorised representatives to make any inspections or tests it may reasonably require in relation to the Goods and the Supplier shall afford all reasonable facilities and assistance free of charge at the Purchaser's premises. The Supplier shall make good any defects or deficiencies in the event of any failure (in the sole opinion of the Purchaser) to comply with the terms of the Purchase Order or the Contract. No failure to make a complaint at the time of such inspection or tests and no approval given during or after such tests or inspections shall constitute a waiver by the Purchaser of any rights or remedies in respect of the Goods. If the Supplier fails to comply with clause 7.3, RDG is entitled to treat the Contract as having been terminated pursuant to clause 13.1 below.
- 7.4. If the Services are not of satisfactory quality in accordance with clause 6 then RDG can reject them and the Supplier, at RDG's request, will supply replacement Services, at its own cost. If RDG the replacement Services are not of satisfactory quality in accordance with clause 6 then RDG can reject them and RDG will then cancel this element of the Purchase Order. RDG will not make payment for the rejected Services.

8. Labelling and packaging

The Supplier must ensure that all prices, quantities, units of measure and the Purchase Order number are on all transaction documentation and comply in all respects with the Purchase Order. All Goods must be clearly labelled and packed securely so as to be delivered to RDG in perfect condition and in the event that the Goods are not delivered in good condition it shall be deemed that they were not packed in accordance with this provision. The Supplier is liable for Losses (including increased freight charges) incurred by RDG as a result of Goods being packed or described inappropriately or the Supplier's failure to follow any transport instruction issued by RDG or specified in this Contract.

9. Indemnity and insurance

- 9.1. The Supplier must indemnify RDG against all losses, damage, injury or expense or loss of or damage to property or injury to or death of any person, however caused by:

- 9.1.1. the Goods not being fully in accordance with the Contract, or
- 9.1.2. any act by the Supplier, the Supplier's employees, agents or sub-contractors.
- 9.2. The Supplier shall fully indemnify RDG against any expenses, losses, liabilities, damages, claims or costs whatsoever howsoever arising from any alleged or actual infringement of any intellectual property rights including papers, trademarks, copyrights, intellectual or any of the rights arising from the Contract.
- 9.3. The Supplier must maintain satisfactory insurance cover with a reputable insurer in respect of all liabilities, losses, damages, claims whatsoever howsoever arising from the Contract including death or personal injury, loss of or damage to property or any other loss (the '**Required Insurances**')
- 9.4. The Required Insurances referred to above are:
 - 9.4.1. Public liability insurance with a limit of indemnity of not less than one million pounds (£1,000,000) in relation to any one claim or series of claims arising from the Contract; and
 - 9.4.2. Employer's liability insurance with a limit of indemnity of not less than one million pounds (£1,000,000) in relation to any one claim or series of claims arising from the Contract;
 - 9.4.3. Professional Indemnity insurance with a limit of indemnity of not less than one million pounds (£1,000,000) in relation to any one claim or series of claims arising from the Contract.
- 9.5. The Supplier shall produce evidence of such Required Insurances to RDG on request.
- 9.6. RDG will not be liable for any loss, loss of profits, indirect loss or consequential loss whatsoever howsoever arising from the Contract.

10. Publicity

The Supplier will not publish or reproduce or arrange press releases or make public statements in connection with the Contract or make use of RDG's name in any publicity without RDG's prior written approval.

11. Data protection and Security

- 11.1. The Supplier shall (and the Supplier shall procure that any of Supplier's employees or agents or contractors or sub-contractors providing the Services or supplying the Goods under the Contract) comply with any obligations under the Data Protection Act 2018 (as amended) (the "**DPA**") in addition to the Supplier's obligations under relevant applicable privacy laws and the Supplier shall (and the Supplier shall procure that any of the Supplier's employees or agents or contractors or sub-contractors providing the Services or supplying the Goods under the Contract) as Data Processor do no act or fail to do an act which places RDG in breach of RDG's obligations under the DPA as Data Controller. The terms Data Controller and Data Processor shall have the meanings as set out in the DPA.
- 11.2. The Supplier shall ensure that the Supplier's employees or agents or contractors or sub- contractors do not publish, disclose or divulge any Personal Data (as defined by the DPA) to any third party unless RDG instruct the Supplier to do so.
- 11.3. In respect of any Personal Data forming part of RDG's data provided to the Supplier in providing the Services or supplying the Goods, the Supplier shall process such Personal Data only (a) in accordance with the Contract and solely for the purposes of performing the Supplier's obligations under the Contract and (b) in accordance with any instructions that RDG issue from time to time and (c) to the extent, and in such a manner, as is necessary for the provision of the Services or supply of Goods or as required by law or any regulatory body.
- 11.4. If the Supplier is processing Personal Data on RDG's behalf, we shall require the Supplier to enter into a data processing agreement and the Supplier shall not be permitted to process any Personal Data until the Supplier has done so.

- 11.5. The Supplier will comply with RDG's policies relating to the protection of Personal Data and ICT security if these policies are notified to the Supplier as being relevant to the Contract. RDG will provide the Supplier with a copy of the relevant and up to date policies.

12. Termination

- 12.1. RDG may immediately terminate the Contract by written notice to the Supplier if:
- 12.1.1. The Supplier is in breach of any of the Conditions of the Contract; or
 - 12.1.2. The Supplier becomes, or appear to become, insolvent or bankrupt or has an application for administration issued against the Supplier or the Supplier has an administrator appointed or in any other way appear or are unable to meet the Supplier's commitments under this or any other Contract; or
 - 12.1.3. For whatever reason, the Supplier is bringing, or may bring, bad publicity or disrepute upon RDG; or
 - 12.1.4. RDG placed the Purchase Order in error and if RDG inform the Supplier within seven days of the date on the Purchase Order; or
 - 12.1.5. RDG requires security checks to be carried out in relation to any or all of the Supplier's staff and the results of all or some of the security checks are unsatisfactory.

13. Cancellation

- 13.1. The Purchase Order may be cancelled by RDG at any time prior to RDG's acceptance of all the Goods or Services, upon written notice to you. In such event, RDG will pay the Supplier, in lieu of the price specified on the front of the Purchase Order, the direct non-cancellable costs incurred up to that point by the Supplier and any direct non-cancellable costs committed to the performance of the Supplier's obligations hereunder prior to such cancellation provided, however, that the total amount of such costs shall not exceed the price specified on the Order. RDG will not be responsible to the Supplier for any cancellation fees or penalties unless provided for on the Order or in a separate written Contract in respect of the Order signed by RDG and you.

14. Disputes and agreements

- 14.1. RDG shall try to resolve all disputes arising in connection with the Contract amicably. If this cannot be achieved within a reasonable period of time and not less than 10 working days from the date of the dispute arising, RDG shall each refer the dispute to senior members of staff.
- 14.2. If RDG cannot resolve the dispute within one month, either party may exercise any remedy it may have pursuant to the Contract or statute or common law.
- 14.3. Alternatively, RDG may jointly agree to undergo alternative dispute resolution as agreed between RDG.

15. Status and Tax Liabilities

- 15.1. This Contract is not intended to create an employment relationship between RDG or any officer or a person employed by the Supplier.
- 15.2. The Supplier warrants and represents that the Services will be supplied and provided in a manner that does not fall within Chapter 10, Part 2 of the Income Tax (Earnings and Pensions) Act 2003 (ITEPA).
- 15.3. Save where clause 15.4 applies the Supplier agrees that any and all personnel/resources provided to supply the Services under the Contract shall be provided:
- 15.3.1. via a company registered as an accredited member of the Freelancer & Contractor Services Association (FCSA), where such personnel/resources do not own any shares in such FCSA

registered company, and as employees of the FCSA registered company with all payments made to such personnel/resource by the FCSA registered company in return for their services under this contract being paid subject to deduction of income tax and national insurance contributions in full via PAYE at the rates required by law; or

- 15.3.2. by the Supplier's employees whose only remuneration from the Supplier is subject to deduction of income tax and national insurance contributions in full via PAYE at the rates required by law.
- 15.4. This clause 14.4 shall apply where, in relation to a person provided by the Supplier to supply the Services under this Contract, the Supplier is an intermediary within the meaning of Sections 61M, 61O and 61P Chapter 10 ITEPA 2003:
 - 15.4.1. The Supplier shall, no later than the date of the Contract, notify RDG that this clause 15.4 applies in relation to one or more persons, and provide such details as RDG may require and
 - 15.4.2. Clause 14.3.2 shall not apply in relation to such persons and the Supplier shall provide all such persons under clause 14.3.1 only.
- 15.5. The Supplier agrees to indemnify RDG and keep RDG indemnified in respect of any claims that may be made by the relevant authorities against RDG in respect of income tax or National Insurance or similar contributions relating to the Services including those relating to RDG's failure to provide a status determination statement to any person provided by the Supplier if either clause 14.3 and/or 14.4 has been breached.

16. Intellectual Property Rights

- 16.1. During the Contract, the Supplier shall disclose full details in writing to RDG of the conception, origination, making or development of any Intellectual Property by the Supplier in carrying out the Contract.
- 16.2. The Supplier warrants and represents that all Intellectual Property conceived, originated, made or developed by the Supplier or the Supplier's employees in carrying out the Services, shall be vested in RDG and RDG shall be the sole legal and beneficial owner of the entire right, title and interest in and to any such Intellectual Property without any third party claims, liens, charges or encumbrances of any kind. To the extent such Intellectual Property is not automatically vested in RDG, the Supplier hereby assigns such Intellectual Property to RDG. The Supplier shall execute all such further documents as RDG may require formally to confirm the assignment of such Intellectual Property to RDG pursuant to this Contract.
- 16.3. The Supplier hereby waives all the Supplier's moral rights in any works created or developed pursuant to this Contract.
- 16.4. The Supplier warrants and represent that the Supplier is free of any duties or obligations to third parties which might conflict with the terms of this Contract and that RDG's use or reproduction of any Documents produced by the Supplier in fulfilling the Contract do not infringe the Intellectual Property rights of any third party.
- 16.5. The Supplier hereby agrees that all legal and beneficial interest in the Documents (including the media upon which they are recorded) and all Intellectual Property therein created by the Supplier or the Supplier's employees in performance of the Contract shall vest in RDG and that the Supplier will not do anything to damage or endanger any Intellectual Property or Documents created pursuant to this Contract.
- 16.6. On completion of the Contract RDG may publish and or use unconditionally the Documents or any part thereof in print or electronically and shall freely use the Documents in RDG's business affairs.
- 16.7. The Supplier agrees to indemnify RDG against any and all liability loss damage costs and expenses (including legal fees) which RDG may incur or suffer as a result of any breach by the Supplier of the warranties and representations set out in clause 16.2 or 16.4 or in the event that any of the Intellectual

Property assigned by the Supplier by this Clause 16 are found to be invalid or impaired in any way or in the event of any claim by any third party that the exercise of the rights assigned by this Clause 16 infringes the rights of such third party.

- 16.8. Except where it is necessary in connection with the provision of the Contract, the Supplier shall not, without the RDG's prior written consent, reproduce any of the Documents or other materials produced in performing the Contract or do any other act in respect of such Documents or other materials which is restricted by RDG's Intellectual Property rights therein.
- 16.9. The Supplier warrants and represents that the Supplier has required any persons who may perform the Contract in whole or in part to confirm that all and any Intellectual Property arising from its carrying out of the Contract shall be vested in RDG and to sign any documents required to confirm this and to waive all and any moral rights which it may have in any Documents or other materials produced pursuant to the Contract.

17. General terms

- 17.1. The Supplier will not give or offer to any of RDG's staff, employees or agents, any gift, bribe or inducement in relation to this or any other Contract between RDG or engage in any activity which is or is likely to be an offence under the Bribery Act 2010.
- 17.2. All notices and communications will be made/sent by email to the relevant person/s or in writing by post to the addresses on the Purchase Order. Notice will be deemed to have reached the party to whom it is addressed on the second business day following date of sending. Notice by email shall not be valid notice pursuant to this Condition. Any notices to RDG should be sent by email to legal@RDG.com.
- 17.3. The headings to Conditions shall not affect their interpretation.
- 17.4. The Contract shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the jurisdiction of the courts of England and Wales.
- 17.5. A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any Conditions or the Contract.
- 17.6. Neither the Supplier nor RDG will be in breach of the Contract for delay in performing, or failure to perform, any obligations under the Contract if such delay or failure results from events, circumstances or causes beyond either the Supplier's or RDG's reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non- performance continues for four (4) weeks the party affected may terminate the Contract by giving 14 days' written notice to the other. RDG will not be liable for any costs during a event that affects the Supplier. If any payment is made in advance of the event then the Supplier will credit the RDG pro rata for the time that the Force Majeure exists.
- 17.7. Neither the Supplier nor RDG will assign, transfer or sub-contract the Contract without the prior written consent of the other such consent not to be unreasonably withheld.
- 17.8. The Supplier and RDG agree not to disclose to any third party any confidential information concerning the affairs, business, customers, clients, suppliers, know how, designs, trade secrets or any information belonging to or supplied by one of us to the other which would be regarded as confidential by a reasonable business person relating to the Contract except where that confidential information is generally available to the public (other than as a result of disclosure in breach of this clause 15.8) or as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

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