

# MARSH MCLENNAN PURCHASE ORDER TERMS AND CONDITIONS

## 1 Definitions and Interpretation

1.1 In this Agreement, unless otherwise stated or unless the context otherwise requires, each capitalized term will have the meaning set out below:

**Affiliate** means, with respect to a party, an entity that (directly or indirectly) controls, is controlled by or is under common control with, such party, where control refers to the power to direct or cause the direction of the management and policies of another entity, whether through ownership of voting securities in the case of Customer, of at least 20% interest in such entity), by contract or otherwise;

**Agreement** means these Marsh McLennan Purchase Order Terms and Conditions, the Purchase Order, any document governing the Services, and all other documents of Customer that refer to, or are referred to in, this Agreement, all as amended from time to time;

**Applicable Law** means any applicable statute, enactment, ordinance, order, regulation, guidance or other similar instrument in any jurisdiction, as amended from time to time;

**Business Day** means a day, other than a Saturday or a Sunday or a local (where the Products or Services are received) public holiday;

**Charges** means the charges to be paid by Customer to Supplier for the Products and Services provided by Supplier under this Agreement as set out in the Purchase Order;

**Confidential Information** means any and all information or data (including Personal Data) in whatever form, whether in oral,

**Insolvency Event** means one or more of the following events: (a) an administrator, administrative receiver, receiver or manager, liquidator or similar officer is appointed in respect of the whole or any part of Supplier's assets and/or a winding up petition is issued against



5.3 If, as a result of any inspection or test carried out pursuant to Section 5.2, Customer is of the reasonable opinion that the Products do not comply with this Agreement or are unlikely on completion of manufacture or processing to so comply, Customer may inform Supplier accordingly and Supplier shall take such steps as may be necessary to ensure such compliance.

5.4 Notwithstanding any testing or inspection carried out pursuant to this Section 5, Supplier shall remain fully responsible for the Products and any such inspection or testing shall not diminish or otherwise affect Supplier's obligations under this Agreement.

**6 Delivery of Products**

6.1 Supplier shall deliver the Products to the Customer Premises or other premises as set out in the Purchase Order on the date or within the period stated therein and in either case during the normal business hours of Customer.

6.2 Supplier shall provide to Customer, sufficiently in advance of delivery, any instructions or other information required

7.2 Supplier shall, at its sole expense: (a) until delivery of the Products in accordance with this Agreement, insure the Products against all risks to their full replacement value; (b) at all times while providing the Products and/or Services, maintain other insurance coverages appropriate to the Products and/or Services provided, including professional indemnity (Errors and Omissions) provision of the Products and Services, with sound and reputable insurance companies and in amounts acceptable to Customer; and (c) will furnish to Customer upon request certificates of insurance evidencing such coverage.

7.3 Supplier assigns and passes through to Customer all of the third - for the Products.

## **8 Charges, Invoicing and Payment**

8.1 Customer shall pay to Supplier the undisputed Charges within 45 days of the date upon which Customer receives from Supplier a complete and accurate invoice in accordance with the Purchase Order.

8.2 All Charges and other sums payable under this Agreement are exclusive of taxes, which, if taxes are applicable, will be set out on the applicable invoice and will be payable at the applicable rate.

8.3 Customer shall be under no obligation to pay any invoice for any Products or Services provided by Supplier unless a proper and approved Purchase Order has been issued by Customer in respect of the relevant Products or Services and Supplier has registered for and addressed all outstanding actions (which may include choosing to agree to variations to this Agreement) from

applicable jurisdiction. Supplier shall comply with all terms of use presented on such online supplier portal and online invoicing system, where implemented by Customer in the applicable jurisdiction. The provision by Supplier of any Products or Services prior to issuanc

shall not relieve Supplier from the performance of its obligations under this Agreement.

- 10.4 During the performance of this Agreement, Supplier will not victimize, harass or discriminate against any employee of either party to this Agreement or any applicant for employment with either party to this Agreement due to their gender, gender identity, race, disability, age, religious belief, sexual orientation or part time status, in violation of Applicable Law.
- 10.5 Supplier will take all appropriate measures to act in accordance with Good Industry Practice in respect of its environmental impact, health and safety, diversity and human rights policies and will comply with any policies related to the same made available to Supplier by Customer from time to time.
- 10.6 Supplier shall comply, and shall ensure that all Supplier Personnel will comply with the relevant provisions of \_\_\_\_\_ code of conduct or vendor policy made available to Supplier by Customer from time to time.
- 10.7 Supplier shall not assign any personnel wholly or mainly to providing Services to Customer or after notice of termination or expiry of this Agreement seek to use less capable or lower performing staff on the Services. Supplier shall indemnify and keep indemnified each member of the Customer Group and their respective officers, employees, consultants, contractors, workers, and agents, and any replacement service providers (**Indemnified Parties**) at all times against all Losses suffered or incurred by each Indemnified Party arising from or in connection with any claims, demands or allegations made by any personnel (whether current or former) of Supplier or its Affiliates \_\_\_\_\_-contractors that their employment or any rights, powers, duties or liabilities relating to it has or should have been subject to a transfer under applicable law in any jurisdiction (e.g. under the EU Transfer of Undertakings Directive 2001/23/EC or the United KingBT/F2 8.8 Directive 2001

- 12.1 Supplier agrees that all Deliverables are the property of Customer.
- 12.2 All Intellectual Property Rights belonging to a party prior to the execution of this Agreement shall remain vested in that party,  
tual Property Rights.
- 12.3 Supplier hereby grants to each member of the Customer Group and their respective agents and contractors, a worldwide, royalty-free, non-exclusive, perpetual, transferable license (including the right to grant sub-licenses) to use any and all Intellectual Property Rights in the Products and the Services; and any other Intellectual Property Rights provided or made available by Supplier to the extent necessary to:

15.1 THE ATTENTION O

by Customer, all property belonging to Customer (including any IT equipment, any access credentials such as cards, keys or electronic fobs to Customer Premises, mobile phones and Confidential Information) which may be in the possession of, or under the control of, Supplier or any Supplier Personnel (or both of them); and

(ii)

(including changing any passwords or log-ins) from all Supplier Personnel and that email accounts used by Supplier Personnel are immediately terminated. If any property is in electronic form Supplier shall provide Customer with secure and readable copies of the same on magnetic media or, at Customer's option, via email if such information is capable of transmission by e-mail, and shall irretrievably destroy and delete copies so held.

17.2 Within 5 days after the earlier of expiry or termination of this Agreement or the completion of the Services for any reason whatsoever, but without prejudice to Supplier's obligations under this Agreement, all property of Supplier shall be removed from the relevant Customer site by Supplier or Supplier Personnel and Supplier shall be liable for any storage charges and all risk, including loss, damage and theft of such property not removed within such 5-day period.

17.3 Unless otherwise instructed by Customer, within 30 days after the earlier of expiry or termination of this Agreement or the completion of the Services for any reason whatsoever, Supplier will return or destroy all Customer Data (without prejudice to any provisions of the DPA which apply to the return or destruction of Personal Data) and any copies thereof, unless legislation or regulation prevents it doing so, in which case Supplier undertakes that it will no longer use such Customer Data for commercial purposes and will comply with the provisions of Section 13 (Confidentiality) in relation to such retained Customer Data for so long as that Customer Data is retained.

17.4 Upon request by Customer, Supplier shall confirm in writing to Customer that it has complied fully with the provisions of Sections 17.1, 17.2, and 17.3 above.

## 18 Compliance

18.1 Supplier hereby warrants and represents that it:

(a) shall comply with and continue to comply with all Applicable Laws relating to slavery, servitude, forced labour, trafficking in persons, the worse forms of child labour (including using children for prostitution or hazardous work), forced marriage, bonded labour, debt bondage and other slavery- **Modern Slavery**

(b) shall investigate, assess and address the risk of Modern Slavery in its operations and supply chains, and those of any entity it owns and controls;

(c) shall not commit an offence under the Modern Slavery Act 2015 or any analogous Applicable Laws relating to Modern **MSA**

observance whenever and to whatever