

Terms & Conditions for the Purchase of Goods and Services

1. Interpretation

1.1. Definitions:

- “Business Day”**- means a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.
- “Commencement Date”**- has the meaning given to it in clause 2.2.
- “Conditions”**- means the Terms and Conditions set out in this document as amended from time to time in accordance with clause 16.3 including any Special Conditions.
- “Confidential Information”**- means all information disclosed by one party to the other party in connection with the Contract, including but not limited to the existence and terms of the Contract, any information that would be regarded as confidential by a reasonable business person relating to the business, affairs, customers, clients, suppliers, or plans of the disclosing party, the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party and any information developed by the parties in the course of carrying out the Contract.
- “Contract”**- means the Contract between Inca and the Supplier for the supply of Goods and/or Services in accordance with these Conditions and the Order.
- “Contractors Agreement”**- means the agreement between Inca and the Supplier that sets out the Operating and Health and Safety Procedures that the Supplier must comply with if the Supplier conducts any Services or works on Inca’s premises.
- “Deliverables”**- means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation, drawings, maps, plans, diagrams, pictures, computer programs, data, specifications and reports (including drafts).
- “Goods”**- means the Goods (or any part of them), set out in the Order.
- “Goods Specification”**- means any specification for the Goods, including performance requirements, any related plans and drawings, that are set out in the Order or otherwise agreed in writing by Inca.
- “Inca”**- means Inca Digital Printers Limited (registered in England and Wales with Company number 03951260)
- “Inca Materials”**- means all materials, equipment and tools, drawings, specifications and data supplied by Inca to the Supplier.
- “Insurances”**- means the Supplier’s professional indemnity insurance, product liability insurance and public liability insurance to cover its liabilities that may arise under or in connection with the Contract.
- “Intellectual Property Rights”**- means patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets) and all other Intellectual Property Rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- “Mandatory Policies”**- means Inca’s business policies listed in Schedule 1, as amended by notification to the Supplier from time to time.
- “Order”**- means Inca’s order for the Goods and/or Services, as set out in Inca’s purchase order which is subject to these Conditions.
- “Services”**- means the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.
- “Service Specification”**- means the description or specification for Services set out in the Order or otherwise agreed in writing by Inca and the Supplier
- “Special Conditions”**- means the special conditions set out in Schedule 4 that form part of these Conditions.
- “Supplier”**- means the person or business engaged by Inca to provide the Goods and/or Services.

Terms & Conditions for the Purchase of Goods and Services (continued)

1.2. Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) A reference to a party includes its personal representatives, successors and permitted assigns;
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) Any phrase introduced by the terms **including, include, in particular**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) A reference to **writing** or **written** includes faxes and emails.

2. Basis of Contract

- 2.1. The Order constitutes an offer by Inca to purchase the Goods and/or Services in accordance with these Conditions.
- 2.2. The Order shall be deemed to be accepted on the earlier of:
 - (a) the Supplier issuing a written acceptance of the Order; or
 - (b) the Supplier doing any act consistent with fulfilling the Order;At which point the Contract shall come into existence (the "Commencement Date").
- 2.3. The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.
- 2.4. These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5. All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

3. The Goods

- 3.1. The Supplier shall ensure that the Goods shall:
 - (a) correspond with their description and with any applicable Goods Specification;
 - (b) be of satisfactory quality (within the meaning of the Sales of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by Inca expressly or by implication, and in this respect Inca relies on the Supplier's skill and judgement;
 - (c) where they are manufactured products, be free from defects in design, material and workmanship and remain so for the duration of any express warranty given by the Supplier or for twelve (12) months after delivery, whichever is the longer period; and
 - (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2. The Supplier shall at all times ensure it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.
- 3.3. Inca may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 3.4. If, following such inspection or testing Inca considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, Inca shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5. Inca may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 3.6. If, following such further inspection or testing Inca considers that the Goods still do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, Inca shall inform the Supplier and, at its option:
 - (a) request that the Supplier takes such remedial action as is necessary to ensure compliance, whereby the Supplier shall immediately take such action; or
 - (b) terminate the Contract.

Terms & Conditions for the Purchase of Goods and Services (continued)

4. Delivery of Goods

4.1. The Supplier shall ensure that:

- (a) the Goods are marked to Inca's instructions and properly packed according to the requirements of transport and destination. The Goods shall be packed and secured in such manner as to enable them to reach their destination in good condition;
- (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the Inca part number of the Goods, the type and quantity of the Goods (including the code number of the Goods, where applicable), certificate of analysis/conformity, special storage instructions (if any), material safety data sheets (where applicable) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (c) if the Supplier requires Inca to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

4.2. The Supplier shall deliver the Goods:

- (a) on the date specified in the Order and time for delivery shall be of the essence;
- (b) to the delivery address stated on the Order or as instructed by Inca before delivery; and
- (c) during Inca's normal business hours which are 8am to 4pm on a Business Day from Monday to Thursday and 8am to 2pm on a Business Day which is a Friday, or as otherwise instructed by Inca.

4.3. Delivery of the Goods shall be completed on the completion of unloading the Goods at the delivery address referred to in clause 4.2 (b).

4.4. If the Supplier delivers more or less than the quantity of Goods subject of the relevant Order, Inca has the right in its absolute discretion to accept or reject the Goods and any rejected Goods shall be returnable at the Supplier's risk and expense. If Inca accepts the delivery, the Supplier shall make a pro-rata adjustment to the invoice for the Goods.

4.5. The Supplier shall not deliver the Goods in instalments without Inca's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Inca to the remedies set out in clause 6.1.

4.6. Title and risk in the Goods shall pass to Inca on completion of delivery.

5. Supply of Services

5.1. The Supplier shall, from the date set out in the Order and for the duration of the Contract, supply the Services to the Customer in accordance with the terms of the Contract.

5.2. The Supplier shall perform the Services on the date or dates specified in the Order and the time for performance shall be of the essence.

5.3. In providing the Services, the Supplier shall:

- (a) co-operate with Inca in all matters relating to the Services and comply with all instructions of Inca;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- (d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that Inca expressly or impliedly makes known to the Supplier;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Inca, will be free from defects in workmanship, installation and design;
- (g) obtain, and at all times maintain, all licences and consents which may be required for the provision of the Services;
- (h) observe all health and safety rules and regulations and any other security requirements that apply at any of Inca's premises, including the Contractor's Agreement listed at Schedule 1;
- (i) hold all Inca Materials in safe custody at its own risk, maintain the Inca Materials in good condition until returned to the Customer, and not dispose of or use the Inca Materials other than in accordance with Inca's written instructions; and

Terms & Conditions for the Purchase of Goods and Services (continued)

- (j) not do or omit to do anything which may cause Inca to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Inca may rely or act on the Services.

6. Inca Remedies

- 6.1. If the Supplier fails to deliver the Goods and/or supply the Services by the date specified on the Order Inca shall, without limiting or affecting any of its other rights or remedies, have one or more of the following rights:
 - (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (b) to refuse to accept any subsequent delivery of the Goods and/or performance of the Services which the Supplier attempts to make;
 - (c) to recover from the Supplier any costs incurred by Inca in obtaining substitute Goods and/or Services from a third party;
 - (d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and/or
 - (e) to claim damages for any other costs, loss or expenses incurred by Inca which are in any way attributable to the Supplier's failure to meet such dates.
- 6.2. If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1 or the Goods Specification then, without limiting its other rights or remedies, Inca shall have one or more of the following rights, whether or not it has accepted the Goods:
 - (a) to reject the Goods (in whole or in part) whether or not title has passed, and to return them to the Supplier at the Supplier's own risk and expense;
 - (b) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - (c) to refuse to accept any subsequent delivery of the Goods until the Supplier can demonstrate to the satisfaction of Inca that the Goods meet the requirements set out in clause 3.1;
 - (d) to recover from the Supplier any expenditure incurred by Inca in obtaining substitute Goods from a third party;
 - (e) to claim damages for any additional costs, loss or expenses incurred by Inca arising from the Supplier's failure to supply Goods in accordance with clause 3.1;
 - (f) to terminate the Contract with immediate effect by giving written notice to the Supplier; and
 - (g) where Inca has paid in advance for such Goods, to have such sums refunded by the Supplier immediately on demand.
- 6.3. If the Supplier has provided Services that do not comply with the undertakings set out in clause 5.3 then, without limiting its other rights or remedies, Inca shall have one or more of the following rights:
 - (a) to require the Supplier to provide or perform the Services again, or to provide a full refund of the price of the Services (if paid);
 - (b) to recover from the Supplier any expenditure incurred by Inca in obtaining substitute Services from a third party;
 - (c) to claim damages for any additional costs, loss or expenses incurred by Inca arising from the Supplier's failure to provide the Services in accordance with clause 5.3;
 - (d) to terminate the Contract with immediate effect by giving written notice to the Supplier; and
 - (e) where Inca has paid in advance for such Services, to have such sums refunded by the Supplier immediately on demand.
- 6.4. These Conditions shall apply to any substitute or remedial Services and/or any repaired or replacement Goods supplied by the Supplier.
- 6.5. Inca's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

7. Inca's Obligations

- 7.1. Inca shall:
 - (a) provide the Supplier with reasonable access at reasonable times to Inca's premises for the purpose of providing the Services;
 - (b) provide such information as the Supplier may reasonably request for the provision of the Services and Inca considers reasonably necessary for the provision of the Services, and
 - (c) pay the Supplier any invoiced amounts in accordance with its obligations under clause 8.

Terms & Conditions for the Purchase of Goods and Services (continued)

8. Price and Payment

- 8.1. The price for the Goods shall:
- (a) be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and
 - (b) be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by Inca.
- 8.2. The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Inca, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 8.3. In respect of the Goods, the Supplier shall invoice Inca on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice Inca in accordance with any agreed payment schedule relating to the Order. Each invoice shall include such supporting information required by Inca to verify the accuracy of the invoice, including but not limited to, the relevant purchase order number, the type and quantity of the Goods and/or Services and the Inca part number where applicable.
- 8.4. In consideration of the supply of Goods and/or Services by the Supplier, Inca shall pay the invoiced amounts by the end of the month following the month of the receipt of a correctly rendered invoice, to a bank account nominated in writing by the Supplier.
- 8.5. All amounts payable by Inca under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to Inca, Inca shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 8.6. If Inca fails to make a payment due to the Supplier under the Contract by the due date, then Inca shall pay interest on the overdue sum at the rate of two percent (2%) per annum above the base rate for the time being of the Bank of England accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This clause shall not apply to payments that Inca disputes in good faith.
- 8.7. The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Inca to inspect such records at all reasonable times on request.
- 8.8. Inca may, at any time, without notice to the Supplier, set off any liability of the Supplier to Inca against any liability of Inca to the Supplier under the Contract. Any exercise by Inca of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

9. Intellectual Property Rights

- 9.1. All Intellectual Property Rights in, or arising out of or in connection with, the Services (other than Intellectual Property Rights in any Inca Materials) shall be owned by the Supplier.
- 9.2. The Supplier grants to Inca, or shall procure the direct grant to Inca of, a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to copy and modify the Deliverables (excluding Inca Materials) for the purpose of receiving and using the Services and the Deliverables.
- 9.3. Inca grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferrable licence to copy and modify any materials provided by Inca to the Supplier for the term of the Contract for the purpose of providing the Services to Inca.
- 9.4. All Inca Materials are the exclusive property of Inca.
- 9.5. To the extent the Supplier has any interest or ownership in respect of the Inca Materials, the Supplier assigns all such interest or ownership in the Inca Materials to Inca.

10. Indemnity

- 10.1. The Supplier shall indemnify and shall keep Inca indemnified against all liabilities, costs, expenses, damages and losses including but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by Inca as a result of or in connection with:
- (a) any claim or threatened claim made against Inca for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding the Inca Materials);
 - (b) any claim or threatened claim made against Inca by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and

Terms & Conditions for the Purchase of Goods and Services (continued)

- (c) any claim or threatened claim made against Inca by a third party arising out of or in connection with the supply of the Goods as delivered or the Services.

10.2. This clause 10 shall survive termination of the Contract.

11. Insurance

11.1. During the term of the Contract and for a period of two (2) years thereafter, the Supplier shall:

- (a) maintain in force, with a reputable insurance company, the Insurances;
- (b) on Inca's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each Insurance;
- (c) do nothing to invalidate any Insurance policy; and
- (d) notify Inca if any Insurance policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

11.2. The Supplier's liabilities under this agreement shall not be deemed to be released or limited by the Supplier taking out the Insurances.

11.3. If the Supplier fails or is unable to maintain any of the Insurances, or fails to provide evidence that it has paid the current years premiums in accordance with clause 11.1(b), Inca may, so far as it is able, purchase such alternative insurance cover as it deems to be reasonably necessary and shall be entitled to recover all reasonable costs and expenses it incurs in doing so from the Supplier.

12. Confidentiality

12.1. In cases where Inca and the Supplier have entered into a separate non-disclosure agreement ("NDA") the terms of the NDA shall apply in addition to this clause 12 and in the event of any conflict between the NDA and this clause 12, the terms of the NDA will take precedence.

12.2. Each party undertakes that it shall not at any time during the Contract and for a period of five (5) years after termination of the Contract, disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.3.

12.3. This clause 12 shall not apply to any Confidential Information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party in breach of this clause);
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party; or
- (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party.

12.4. Each party may disclose the other parties Confidential Information;

- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the parties' obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other parties Confidential Information must comply with this clause 12; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 12.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

12.5. Neither party shall use the other parties Confidential Information for any purpose other than to perform its obligations under the Contract.

12.6. This clause 12 shall survive termination of the Contract.

13. Compliance with Relevant Laws and Policies

13.1. In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may be apply to the provision of the Services, and with the Mandatory Policies.

13.2. Inca may immediately terminate the Contract for any breach of clause 13.1.

Terms & Conditions for the Purchase of Goods and Services (continued)

14. Termination

- 14.1. Inca may terminate the Contract for convenience by giving the Supplier two (2) months written notice;
- 14.2. Without limiting its other rights or remedies, Inca may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- (a) the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in writing to do so;
 - (b) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - (c) the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering into any composition or arrangement with his creditors, having a receiver appointed to any of his assets, or ceasing to carry on business;
 - (d) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (e) the Suppliers financial position deteriorates to such an extent that in Inca's opinion the Suppliers capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 14.3. Termination of the Contract, however arising, shall not affect any of the parties rights and remedies that have accrued as at termination.
- 14.4. On termination of the Contract, the Supplier shall immediately deliver to Inca all Deliverables whether or not complete and return all Inca Materials. If the Supplier fails to do so, then Inca may enter the Suppliers premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose.
- 14.5. Clauses that expressly or by implication survive termination of the Contract shall continue in full force and effect.

15. Force Majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from an event, circumstance or cause beyond its reasonable control. If the period of delay or non-performance continues for ninety (90) days, the party not affected may terminate this Contract by giving thirty (30) days written notice to the affected party.

16. General

16.1. Assignment and other dealings

- (a) Inca may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract;
- (b) The Supplier may not assign, transfer, mortgage, charge, subcontract or declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Inca.

16.2. Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.3. Variation

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Inca.

16.4. Waiver

Except as set out in clause 2.3, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- (a) waive that or any other right or remedy; or
- (b) prevent or restrict the further exercise of that or any other right or remedy.

16.5. Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-

Terms & Conditions for the Purchase of Goods and Services (continued)

provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

16.6. Notices

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a Company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email;
- (b) A notice or other communication shall be deemed to have been received if delivered personally when left at the address referred to in clause 16.6 (a), if sent by pre-paid first class post or other next working day delivery service, at 9.00am two (2) Business Days after posting, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or, if sent by fax or email, one (1) Business Day after transmission;
- (c) The provisions of this clause 16.6 shall not apply to the service of any proceedings or other documents in any legal action.

16.7. Third party rights

No one other than a party to this Contract shall have any right to enforce any of its terms.

16.8. Governing Law

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

16.9. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

16.10. Publicity

The Supplier shall not, without the prior written permission of Inca, advertise or disclose to any third party that it is providing Goods and/or Services to Inca or use any Inca Materials or Intellectual Property Rights owned by Inca for publicity purposes in any literature, at any exhibitions, showcases or otherwise.

16.11. Sustainability

Supplier shall comply with and requires its subcontractors and any person under its control, to comply with, all applicable state, national, and international laws, rules and regulations relating to ethical and responsible standards of behaviour, including, without limitation, those dealing with human rights including, without limitation, human trafficking and slavery, conflict mineral sourcing, environmental protection, sustainable development and bribery and corruption.

Terms & Conditions for the Purchase of Goods and Services (continued)

Schedule 1 The Mandatory Policies

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- Modern Slavery Act Policy*
- Bribery and Corruption Policy*
- AGFA Supplier Code of Conduct (see Schedule 3)
- Contractor's Agreement*
- Data Processing Agreement (see Schedule 2)

*These documents are available on our website <https://www.incadigital.com/about/legal>

Terms & Conditions for the Purchase of Goods and Services (continued)

Schedule 2 Data Processing Agreement

Schedule 2 Data Processing Agreement

This schedule applies where the Supplier will be processing data on behalf of Inca.

Definitions

Data Protection Legislation: all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications including, without limitation, (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

1. Data Protection

- 1.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 1 is in addition to, and does not relieve, remove or replace, a parties obligations under the Data Protection Legislation. In this clause 1, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means any Data Protection Legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.
- 1.2. The parties acknowledge that for the purposes of the Data Protection Legislation, Inca is the data controller and the Supplier is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 1.3. Without prejudice to the generality of clause 1.1, Inca will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to the Supplier for the duration and purposes of the Contract.
- 1.4. Without prejudice to the generality of clause 1.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:
 - (a) process that Personal Data only on the written instructions of Inca unless the Supplier is required by Applicable Laws to otherwise process that Personal Data. Where the Supplier is relying on laws of a member of the European Union or European Union Law as the basis for processing Personal Data, the Supplier shall promptly notify Inca of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying Inca;
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by Inca, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of Inca has been obtained and the following conditions are fulfilled:
 - (i) Inca or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by Inca with respect to the processing of the Personal Data;
 - (e) assist Inca, at Inca's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (f) notify Inca without undue delay on becoming aware of a Personal Data breach;
 - (g) at the written direction of Inca, delete or return Personal Data and copies thereof to Inca on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 1.
- 1.5. Inca does not consent to the Supplier appointing any third-party processor of Personal Data under the Contract.

Terms & Conditions for the Purchase of Goods and Services (continued)

Schedule 3 AGFA Supplier Code of Conduct

Schedule 3 AGFA Supplier Code of Conduct

This Supplier Code of Conduct describes the corporate responsibility requirements for our suppliers.

It is the policy of AGFA to conduct business in compliance with the laws and widely accepted norms of fairness and human decency, and we require our suppliers to act similarly.

As a condition of doing business with AGFA, we expect our suppliers to conform to these requirements. AGFA will assess conformance to these requirements and consider a supplier's progress in meeting these requirements and their ongoing performance in making sourcing decisions.

We expect our suppliers to correct non-conformance issues identified during assessments. If suppliers refuse or are unable to correct the non-conformance to our satisfaction, AGFA will terminate the relationship as a last resort.

Our requirements for supplier conduct are as follows:

1. Legal Compliance

Suppliers will comply with the laws of the applicable legal system(s) and maintain compliance systems and be able to demonstrate a satisfactory record of compliance with the laws and widely accepted norms of fairness and human decency in their conduct.

2. Prohibition of Corruption & Bribery

Suppliers will tolerate no form of and not engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision-making in violation of law.

Moreover, suppliers will tolerate no form of commissions or compensation or gratuities to employees of AGFA or its affiliates.

Suppliers will maintain integrity, transparency and accuracy in corporate record keeping.

3. No Unfair Business Practices

Suppliers will act with integrity and lawfully in the proper handling of competitive data, proprietary information and other intellectual property, and comply with legal requirements regarding fair competition, antitrust, and accurate and truthful marketing.

4. Anti-Discrimination

Suppliers will promote equal opportunities for and treatment of its employees irrespective of skin colour, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age, and respect the personal dignity, privacy and rights of each individual.

5. No Harsh or Inhumane Treatment

Suppliers will refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination, and prohibit behaviour including gestures, language and physical contact, that is sexual, coercive threatening, abusive or exploitative.

6. Freely Chosen Employment

Suppliers will respect for the basic human rights of employees and not use forced, prison or indentured labour, and will ensure that terms of employment are voluntary.

Suppliers will not employ or make anyone work against his will or adopt practices that restrict the ability of employees to terminate employment.

Moreover, employees will not be required to lodge deposits, or hand over government-issued identification, passports or work permits as a condition of employment, unless required by law.

7. Prohibition of Child Labour

Suppliers will ensure to employ no workers under the age of fifteen (15) or, in those countries subject to the developing country exception of the ILO Convention 138, to employ no workers under the age of fourteen (14).

Moreover, suppliers will ensure that workers under the age of eighteen (18) do not perform hazardous work and be restricted from night work if it interferes with educational needs.

8. Freedom of Association & Collective Bargaining

Suppliers will recognize, as far as legally possible, the right to free association of employees and to neither favour nor discriminate against members of employee organizations or trade unions, as well as the right to collective bargaining.

In all cases, employee rights to open communication, direct engagement, and humane and equitable treatment must be respected.

Terms & Conditions for the Purchase of Goods and Services (continued)

Schedule 3 AGFA Supplier Code of Conduct

9. Fair Working Hours

While it is understood that overtime is often required, suppliers will manage operations that are compliant with the law and ensure that overtime does not exceed levels that create inhumane working conditions.

10. Wages & Benefits

Suppliers will provide fair remuneration and guarantee the applicable national statutory minimum wage, and comply with the maximum number of working hours laid down in the applicable laws.

Moreover, suppliers will provide workers with an understandable wage statement that includes sufficient information to verify accurate compensation for work performed.

11. Health & Safety of Employees

Suppliers will take responsibility for the health and safety of its employees and operate a safe and healthy work environment.

Moreover, suppliers will control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases and provide training and ensure that employees are educated in health and safety issues.

Suppliers will set up or use an occupational health and safety management system.

12. Environmental Protection

Suppliers will act in accordance with the applicable statutory and international standards regarding environmental protection, minimize environmental pollution and make continuous improvements in environmental protection.

Moreover, suppliers will implement and operate an environmental management system in accordance with ISO 14001, or equivalent.

AGFA prefers to work with suppliers that make efforts to reduce their carbon footprint and encourages suppliers to create products that are energy efficient, highly recyclable and contain significant amounts of recycled materials and low amounts of hazardous materials.

To enable AGFA to evaluate supplier components and products for environmental performance, suppliers must provide material disclosures as outlined in our controlled and reportable materials disclosure process.

13. Supply Chain Security

While AGFA is committed to implementing security controls and measures within its supply chain through its participation in the EU Authorized Economic Operator (AEO) and CT-PAT programs, it is required to cascade the security requirements of the program to its suppliers to ensure that security requirements are in place and adhered to throughout its supply chain.

Thus, AGFA expects its suppliers to take responsibility to adopt and implement sound security controls and measures in order to ensure supply chain security for their part of the supply chain, or for the goods or services under their control.

For that purpose, AGFA reserves the right to screen and evaluate its suppliers and require them to implement such measures and requirements through appropriate contractual arrangements.

14. Management System

Suppliers shall adopt or establish a management system that supports the content of this code.

Such management system will be designed to ensure (a) compliance with applicable laws, regulations and customer requirements related to supplier operations and products; (b) conformance with this code; and (c) identification and mitigation of operational risks related to the areas covered by this code.

Moreover, the management system should drive continual improvement.

Terms & Conditions for the Purchase of Goods and Services (continued)
Schedule 4 Special Conditions for the Purchase of Goods and Services

Schedule 4 Special Conditions for the Purchase of Goods and Services