



**1. Basis of Contract**

- 1.1 Unless the Supplier has entered into a separately negotiated agreement signed by an authorised representative for and on behalf of G4S, these Terms 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.
- 1.2 The Purchase Order constitutes an offer by G4S to purchase the Goods and/or Services in accordance with these Terms
- 1.3 The Purchase Order shall be deemed to be accepted on the earlier of:
  - 1.3.1 the Supplier issuing a written acceptance or online acceptance of the Purchase Order; and
  - 1.3.2 the Supplier doing any act consistent with fulfilling the Purchase Order.at which point the Contract shall come into existence.
- 1.4 The Supplier waives any right it may otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Terms.

**2. Supply of Goods and/or Services**

- 2.1 The Supplier shall from the date set out in the Purchase Order and for the duration of the Contract provide the Services to G4S in accordance with the terms of the Contract.
- 2.2 The Supplier shall meet any performance dates for the Services specified in the Purchase Order or that G4S notified to the Supplier. Time is of the essence in relation to any of those performance dates.
- 2.3 In performing the Services, the Supplier shall:
  - 2.3.1 perform the Services with best care, skill and diligence and in accordance with best practice in the Supplier's industry, profession or trade;
  - 2.3.2 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;
  - 2.3.3 where requested by G4S, have the Supplier's personnel who provide the Services vetted in accordance with G4S's vetting requirements;
  - 2.3.4 provide and maintain all equipment, tools and vehicles and such other items as required to provide the Services at the Supplier's cost;
  - 2.3.5 carry the risk of loss, damage or theft for all equipment, tools and vehicles and such other items as required to provide the Services;

- 2.3.6 hold all G4S Materials in safe custody at its own risk, and in good condition until returned to G4S, and not dispose or use the G4S Materials other than in accordance with G4S's written instructions or authorisations ;
  - 2.3.7 not do or omit to do anything which may cause G4S to lose any license, authority, consent or permission on which it relies for the purposes of conducting its business and the Supplier acknowledges that G4S may rely on or act on any advice and/or the Services provided]; and
  - 2.3.8 observe all health and safety rules and regulations, codes of conduct, site policies and any other security requirements that apply at any of the G4S's premises;
- 2.4 The Supplier shall ensure that the Goods shall:
- 2.4.1 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended);
  - 2.4.2 where there are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and
  - 2.4.3 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

- 2.5 The Supplier shall ensure that the Goods and/or Services and Deliverables shall conform with all descriptions and specifications set out in the Specification and the Goods and/or Deliverables shall be fit for any purpose held out by the Supplier or made known to the Supplier by G4S expressly or by implication, and in this respect G4S relies on the Supplier's skill and judgement.
- 2.6 The Supplier shall (at no additional cost to G4S) at all times carry out and provide the Services in compliance with all applicable laws, regulations, immigration laws, regulatory policies, guidelines or industry codes which may apply from time to time and ensure that it has and maintains all the licences, permissions, authorisations, consents, permits that it needs in the performance of its obligations under the Contract.

- 2.7 The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms of this agreement nor be entitled to an increase in the Charges as the result of (i) a General Change in Law; or (ii) a Specific Change in Law,

**3. Delivery, Title and Risk**

- 3.1 The Supplier shall be responsible for the cost of delivery, packaging, insurance, unloading, and adequate protection of all Goods delivered to the Location until completion in accordance with clause 3.4.
- 3.2 The Supplier shall ensure at its own cost that:



- 3.2.1 the Goods are properly packed and secured in such a manner as to enable them to reach their destination in good condition;
- 3.2.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number (if any) the type and quantity of the Goods (including the code number of the Goods, where applicable); and
- 3.2.3 on delivery of the Goods G4S is supplied:
- (a) with all operating and safety instructions and manuals and licences, that warning notices are clearly displayed and other information as may be necessary for their proper use and operation, maintenance and repair for G4S to accept delivery of the Goods; and
- (b) a list by name and description of any hazardous or harmful or potentially hazardous or harmful properties or ingredients in the Goods supplied whether in use or otherwise and thereafter information concerning any changes in such properties or ingredients. G4S will rely on the supply of such information from the Supplier in order to satisfy its own obligations under the the relevant laws of Denmark including Arbejds-miljøloven.
- 3.3 The Supplier shall deliver the Goods:
- 3.3.1 on the Delivery Date;
- 3.3.2 at the Location; and
- 3.3.3 during the Location's normal business hours, or as instructed.
- 3.4 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Location. Time is of the essence in relation to the Delivery Date.
- 3.5 G4S may inspect and test the Goods at at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and such inspection or testing shall not reduce or otherwise affect the Supplier's obligations.
- 3.6 If following such inspection or testing G4S considers that the Goods do not conform or are likely to comply with the Supplier's undertakings at clause 2, G4S shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.7 Title and risk in the Goods shall pass to G4S in accordance with the agree Incoterms alternatively on completion of delivery.
- 4. Price and Payment**
- 4.1 The price for the Goods and/or Services will be the price set out in the Purchase Order. The price is exclusive of value added tax and, unless otherwise agreed in writing, inclusive of the costs of all other taxes, duties, packaging, delivery and insurance. A change to the price is only effective if agreed by both parties in writing.
- 4.2 The Supplier shall invoice G4S after it has successfully supplied the Goods or Services, unless G4S has agreed different invoicing dates in the Purchase Order.
- 4.3 If the Goods and/or Services have been supplied in accordance with the Contract, G4S shall pay the Supplier on the next G4S supplier payment date following the period of 60 calendar days from date of invoice.
- 4.4 If G4S, acting reasonably, considers that the Goods and/or Services were not supplied in accordance with the Contract, G4S is entitled to not pay the disputed amount until the matter is resolved between the parties. Both parties will act in good faith to try to resolve a dispute of this type.
- 4.5 If G4S does not pay an undisputed invoice in accordance with clause 4.3, G4S shall pay interest to the Supplier at the rate of 1 per cent per annum above the then current Bank of England base rate.
- 4.6 Entering into a Contract does not commit G4S to any minimum spend, volume commitments or confer on the Supplier any rights of exclusivity. G4S is free to purchase goods or services similar to those supplied by the Supplier from any other third party.
- 5. Remedies**
- 5.1 If the Goods and/or Services are not provided in accordance with the Contract, G4S shall, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods and/or Services, have one or more of the following rights:
- 5.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 5.1.2 to reject the Goods (in whole or in part) and return them to the Supplier at the Suppliers own risk and expense;
- 5.1.3 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);
- 5.1.4 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- 5.1.5 to recover from the Supplier any costs incurred by G4S in obtaining



- substitute goods and/or services from a third party;
- 5.1.6 to claim damages for any additional costs, loss or expenses incurred by G4S which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
- 5.2 If the Goods are not delivered on the Delivery Date or the Services performed on the performance dates G4S may, at its option, claim or deduct 1.5% of the price of the Goods for each week's delay in delivery by way of liquidated damages, up to a maximum of 20% of the total price of the Goods and/or Services. If G4S exercises its rights under this clause 5.2, it shall not be entitled to any of the remedies set out in clause 5.1 in respect of the Goods' and/or Services' late delivery (but such remedies shall be available in respect of the Goods' and/or Services' condition). These Terms shall apply to any repaired or replacement Goods and/or substituted or remedial services provided by the Supplier.
- 5.3 G4S's right and remedies under these Terms are in addition to its rights and remedies implied by statute and common law.
- 6. Liability**
- 6.1 The Supplier will be liable for any loss, damage, cost or expense that results from its breach of the Contract up to a maximum amount of the greater of (i) £5 million and (ii) 10 times the fees payable under the Purchase Order. Neither party will be liable for any indirect or consequential loss.
- 6.2 The Supplier will indemnify G4S for any liability, loss, liquidated damage, service credit or penalty that G4S incurs in relation (in any way) to a Customer contract as a result of a breach by the Supplier of the terms of the Contract.
- 6.3 The financial cap on liability in clause 6.1 will not apply to the Supplier in relation to (a) any breach by the Supplier of the confidentiality provisions (b) any breach by the Supplier of Schedule 1 (c) any dishonesty or wilful misconduct by the Supplier (d) clause 6.2 and (e) the intellectual property rights provisions in clause 7.
- 6.4 G4S's liability is limited to one times the fees payable under the Purchase Order.
- 6.5 No limitation of liability applies in respect of any fraud or death or personal injury caused by negligence.
- 7. Intellectual Property Rights**
- 7.1 If the Goods and/or Services are made to G4S's design and/or special order then G4S will own all Intellectual Property Rights in the Goods and/or Services and the Supplier will do all things necessary to transfer these rights.
- 7.2 If the Goods or Services are not made to G4S's special order then the Supplier will retain these Intellectual Property Rights and the Supplier grants G4S a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use (at any time) the Goods and/or Services for G4S's business purposes.
- 7.3 The Supplier can only use the G4S name or logo in its marketing materials if G4S has agreed this in advance in writing.
- 7.4 The Supplier shall indemnify G4S in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by G4S as a result of or in connection with any claim brought against G4S for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use of supply of the Services and the Deliverables (excluding G4S Materials).
- 7.5 G4S, may use the Goods and/or Services and also with any Customer as long as, in relation to use by a Customer, the use is related to a contract that G4S or a G4S Affiliate has entered into with that Customer.
- 8. Audit**
- 8.1 The Supplier shall (and shall ensure all its agents, subcontractors or other third parties) promptly make available to G4S (at the Supplier's cost) such information as is reasonably required to demonstrate the Supplier's and G4S's compliance with their respective obligations under this Contract (including the Schedules and the Data Protection Laws), and allow for, permit and contribute to audits, including inspections, by G4S (or another auditor mandated by G4S) for this purpose at G4S's request from time to time. The Supplier shall provide (or procure) access to all relevant premises, systems, personnel and records during normal business hours for the purposes of each such audit or inspection upon reasonable prior notice (not being more than two business days) and provide and procure all further reasonable co-operation, access and assistance in relation to any such audit or inspection.
- 8.2 If the results of the audit reveal that G4S has been overcharged in relation to the Goods and/or Services then the Supplier will reimburse G4S immediately for the overcharged amounts.
- 8.3 The Supplier will maintain detailed quality control and manufacturing records for the period of at least 5 years from the date of delivery of the Goods.
- 9. Insurance**
- 9.1 The Supplier will, during the term of this Contract, maintain adequate insurance cover, which shall include but not be limited to professional indemnity insurance, product liability insurance, public liability insurance and employer's liability insurance, with a reputable insurer up to an amount of at least £5 million per incident to cover the Supplier's potential liability to G4S under the relevant the Contract and will provide, on G4S's request, an insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance on G4S's request.



- 9.2 The Supplier will be responsible for new works being installed or erected at G4S's or G4S's Customers' premises and will maintain adequate insurance to cover loss or damage to such works until completion of the Contract.
- 10. Confidential Information**
- 10.1 If G4S discloses any Confidential Information to the Supplier, the Supplier will not (i) use this information otherwise than for the purposes of providing the Goods and/or Services (ii) disclose it to anyone else unless required to do so by law.
- 10.2 If G4S asks the Supplier to do so, the Supplier will return any Confidential Information that exists in a physical form.
- 11. Additional Terms**
- 11.1 The parties agree that the following additional terms and conditions shall apply to the following in the following situations:
- In case the Supplier in relation to G4S act as data processor in respect of any Personal Data then a separate Data Processor Agreement must be entered into. Such an agreement must always comply with the terms I The General Rules regarding dataprotection ( EU2016/679
- 12. Work on Premises and Health and Safety**
- 12.1 The Supplier will advise G4S of any dangerous products implications or otherwise in accordance with the Danish Arbejdsmiljø Loven, of the Goods and/or Services being provided.
- 12.2 Goods supplied or installed under the Contract shall be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health and all Goods will be labelled and supplied with full instructions for their proper use maintenance and repair and with any necessary warning notices clearly displayed.
- 13. Anti-Bribery and Code of Conduct**
- 13.1 The Supplier will comply with all applicable laws and regulations relating to anti-bribery and anti-corruption including the CSR Kompas (csrkompasset) and Straffeloven in Denmark.
- 13.2 The Supplier will ensure that it has read and complies with G4S's Supplier Code of Conduct which is available at <http://www.g4s.com/-/media/G4S/UnitedKingdom/Procurement/SupplierCodeofConduct.ashx>
- 14. Waiver**
- 14.1 If G4S does not enforce or require strict performance by the Supplier of any part of the Contract this will not be regarded as a waiver.
- 15. Termination**
- 15.1 G4S may terminate the Purchase Order or the Contract for convenience at any time by giving the Supplier 30 days' written notice. If G4S is using the Services in relation to a contract with its Customer, and that contract is terminated, G4S may terminate the Purchase Order or the Contract with immediate effective by giving the Supplier notice.
- 15.2 G4S will pay the Supplier for all work that the Supplier has properly performed up to the termination date. No other charges (including early termination payments) are payable by G4S in relation to the Goods and/or the Services.
- 15.3 In addition, G4S may terminate the Purchase Order or the Contract by giving the Supplier written notice which will be effective immediately if the Supplier commit a material breach or persistent breaches of any of the terms and conditions of the Contract.
- 15.4 If either party becomes insolvent or has a receiver or liquidator appointed over any part of its business (apart from a bona fide reconstruction not involving insolvency), the other party may terminate the Purchase Order or Contract immediately by written notice.
- 15.5 On termination of the Contract, if requested by G4S, the Supplier will provide G4S with assistance to allow another supplier to provide the Goods and/or Services. A fee (to be agreed by the parties) will apply to this assistance other than where G4S has terminated following the Supplier's breach of the Contract.
- 16. Variation**
- G4S may supplement these Terms by notifying the Supplier of any additional terms that a G4S Affiliate is required to comply with under a Customer contract. Apart from the variation described in the previous sentence, any alterations or extensions to the Contract must be in writing and agreed by both parties.
- 17. Sub-Contracting and Assignment**
- 17.1 The Supplier will not, without G4S's prior written consent, appoint any sub-contractor or agent to carry out its obligations under the Contract.
- 17.2 The Supplier's rights and obligations under the Contract may not be assigned without G4S's prior written consent.
- 17.3 G4S may assign any of G4S's rights or obligations under the Contract to any G4S Affiliate or to any third party that acquires any part of G4S's business that uses the Goods and/or Services.
- 18. Severance**
- If any provision of the Contract is held by any competent authority to be unenforceable, the validity of the other provisions of the Contract will not be affected.
- 19. Entire Agreement**
- The Contract constitutes the whole agreement between the parties and supersedes all previous terms and discussions between the parties relating to its subject matter.



**20. No Partnership or Agency**

Nothing in the Contract is intended to create a partnership or joint venture. No party will have authority to act as agent for, or bind, the other party in any way.

**21. Rights of Third Parties**

All G4S Affiliates may use the Goods and/or Services provided and enforce G4S's rights under the Contract. Apart from G4S Affiliates, a person who is not a party to the Contract will not have any rights in connection with it.

**22. Notices**

Any notice given under the Contract will be in writing and addressed to the other party at its registered office or other address that has been notified to the other party.

**23. Jurisdiction**

The Contract will be governed by Danish law and the parties submit to the exclusive jurisdiction of the Danish courts.

**24 Modern Slavery and Corporate Social Responsibility (CSR)**

24.1 In performing its obligations under the Contract, the Supplier shall:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including, but not limited to, the Modern Slavery Act 2015.
- (b) shall implement due diligence procedures for its subcontractors and suppliers to ensure there is no slavery or human trafficking within its supply chain.
- (c) represents and warrants that it has not has been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking
- (d) The supplier shall notify G4S as soon as it becomes aware of (a) any breach, or potential breach of clause 24.1 (a) or (b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.
- (e) maintain a complete set of records to trace the supply chain for all Goods and Services in connection with this Contract; and permit G4S to inspect the Supplier's premises, records, and to meet Supplier's personnel to audit the Supplier's compliance with its obligations under clause 24.

24..2 The Supplier agrees that it will (i) at its own costs complete an assessment with a third party Corporate Social Responsibility ("CSR") provider as nominated by G4S (ii) ensure that for the duration of the contract assessments are completed as requested by either the CSR provider or G4S annually at its own cost (iii) immediately upon request provide G4S with a copy of the report or permission to obtain the report from the CSR provider and/or any other such documentation in order for G4S to satisfy itself that the Supplier has complied with its obligations under this clause, and (iv) the Supplier will take such measures to complete any corrective action plan issued by either the CSR provider or G4S within the time frames as agreed between the parties

24..3 In the event, the Supplier has registered with an alternative third party CSR provider, G4S will in its sole discretion either accept or reject such a report. If G4S rejects such a report, the Supplier will complete an assessment in accordance with clause 24.2.

24.4 Breach of clauses of 24 will be deemed a material breach of the Contract