

**EXTERION MEDIA (UK) LIMITED**  
**PURCHASE ORDER TERMS AND CONDITIONS - November 2015**

**1 DEFINITIONS**

**"Exterior Media"** means Exterior Media (UK) Limited a company registered in England and Wales with registered number 02866133, VAT number GB 649 417 019 and whose registered office is at 7<sup>th</sup> Floor, Lacon London, 84 Theobald's Road, London, WC1X 8NL;

**"Contract"** means the Purchase Order, these Terms and Conditions and, where appropriate, any further related purchase orders and any specification, description, drawing or sample of the Products and/or Services or other document referred to in the Purchase Order;

**"Defect Rectification Period"** means 12 months after provision of the Service or delivery of the Product;

**"Documentation"** means any aspect of the Supplier's and/or their sub-contractors' documents, including meeting minutes, costs and expenses, claims, variations and financial arrangements, accounts, operating manuals, maintenance manuals, program listings, data models, flowcharts, logic diagrams, input and output forms, instructions, technical literature (including, without limitation, drawings, designs, blue prints, schematics and plans), equipment and component inventories, source codes, purchase orders, manufacturers' specifications and details and any other functional specifications, and all other related materials in either readable or electronic form, and complete or partial copies of the foregoing, relating to the Products and/or the Services;

**"IPR"** means intellectual property rights being any patent, patent application, know how, trademark or name, service mark, registered design, applications for any of the foregoing, design right, database right, copyright or other similar industrial or commercial right in any country;

**"Legislation"** means a reference to any enactment, directive, regulation, law, standard or code including any orders in Council, orders, rules, regulations, instruments, schemes, warrants, bylaws, directives or codes of practice issued pursuant thereto;

**"Premises"** means premises where the Products and/or Services are being supplied or performed;

**"Price"** means the amount to be paid for the Products and/or Services as specified in the Purchase Order;

**"Products"** means any item or product (including any part of them) to be supplied under the Purchase Order and referred to in the Purchase Order as "Products" or "Items";

**"Purchase Order"** means a completed purchase order form issued or signed by an authorized representative of Exterior Media for Products and/or Services setting out the details for the supply of the Products and/or Services;

**"Retention Amount"** means 10% of the Price;

**"Services"** means any services (including any part of them) to be performed at the place and in the time frames specified in the Purchase Order;

**"Supplier"** means the person, firm or company indicated on the Purchase Order; and

**"Terms and Conditions"** means these standard terms and conditions.

**2 APPLICATION OF TERMS**

2.1 The Contract contains the only terms and conditions upon which Exterior Media will deal with the Supplier and they shall govern the supply of the Services and/or Products by the Supplier to the exclusion of all other terms and conditions.

2.2 No terms or conditions endorsed upon, delivered with or contained in any quotation, acknowledgement or acceptance of this Contract or the Purchase Order, specification or similar document provided by the Supplier shall form part of this Contract. The Supplier acknowledges that the Contract takes precedence over and replaces any and all other terms and conditions even to the extent they do not conflict. In the event of any conflict between any specific terms in the Purchase Order and these Terms and Conditions, the Purchase Order will prevail.

2.3 Counter-signature of the Purchase Order by the Supplier or, in the absence of signature, the supply of any Products or commencement of the Services by the Supplier, shall constitute acceptance of this Contract (including these Terms and Conditions) by the Supplier. Exterior Media will not be bound by or liable for any Purchase Order issued and signed by a person or entity not duly authorised to do so by Exterior Media.

2.4 The Supplier shall comply with and adhere to Exterior Media's Supplier Compliance Policy, at all times throughout the duration of the Contract. A copy of the Supplier Compliance Policy is annexed to these Terms and Conditions and can also be found at Exterior Media's website: [www.exteriormedia.com/uk](http://www.exteriormedia.com/uk).

**3. QUALITY AND TESTING**

3.1 Without prejudice to any implied terms and conditions, warranties or terms, the Supplier warrants that:

- (a) the Services will be provided with reasonable skill and care to the appropriate professional standard and to the satisfaction of Exterior Media;
- (b) the Products and Services shall be of satisfactory quality and free from defects in provision, design, materials and workmanship;
- (c) the Products shall meet the description of any agreed sample and otherwise conform with any specification given;
- (d) the Products and Services shall be fit for any such purpose as made known by Exterior Media to the Supplier, and in this respect Exterior Media relies on the Supplier's skill and judgment; and
- (e) the Services will be performed by appropriately qualified and trained personnel, with all due skill, care and diligence and to such a high standard of quality as it is reasonable for Exterior Media to expect in the circumstances.

3.2 The Supplier warrants, represents and undertakes that all Products and Services, including the design, manufacture, provision and/or delivery thereof, comply with all relevant statutes, regulations and other legal requirements including those relevant to health, safety and welfare.

3.3 The Supplier shall at its own expense carry out any tests and inspections which may be requested by Exterior Media to ensure that the warranties contained in this clause 3 are true and accurate.

3.4 The Supplier will, upon request by Exterior Media, re-perform free of charge any Services or any part thereof which in Exterior Media's reasonable opinion fails to meet the requirements of all due skill, care and diligence and other warranty requirements set out in Clause 3.

3.5 If as a result of any inspection or testing Exterior Media, in its sole opinion but acting reasonably, determines that the Products do not or will not conform to the warranties in this clause 3 or any description detailed in the Purchase Order, Exterior Media will inform the Supplier in writing. The Supplier must then promptly take all necessary action to ensure conformity and Exterior Media has the right to require and witness further testing and inspection.

**EXTERION MEDIA (UK) LIMITED**  
**PURCHASE ORDER TERMS AND CONDITIONS - November 2015**

3.6 Notwithstanding clauses 3.3 to 3.5 above and in addition thereto, Exterion Media may, at any time, offer and the Supplier will not unreasonably refuse or delay acceptance of, any assistance from Exterion Media personnel or authorised representatives to help manage the production and delivery of the Products and/or Services or any part thereof which in Exterion Media's reasonable opinion may mitigate any possibility of delay in delivery or re-performance costs. This clause 3.6 is without prejudice to any rights accrued by Exterion Media in respect of any breach of the Contract by the Supplier.

#### **4 CHANGES**

Exterion Media or the Supplier may at any time request to make a change ("Change") to the Purchase Order, including (but not limited to) changes in requirement, specification, method of shipment, packing, quantities, and/or time and/or place of provision or delivery. Any change shall be effective only to the extent such change is recorded in writing and signed by or on behalf of each party by an authorised representative.

#### **5 DELIVERY**

5.1 The Products shall be delivered and/or Services provided by the Supplier, at the time and place specified in the Purchase Order or at such other reasonable time or location as otherwise specified by Exterion Media in writing from time to time prior to delivery.

5.2 Notwithstanding Exterion Media's right to reject Products pursuant to Clause 5.9, the property but not the risk in any Products shall pass to Exterion Media at the time and place of delivery specified in the Purchase Order. Where advance payment is made by Exterion Media, the title, but not the risk, in any Products purchased or allocated by the Supplier shall vest in Exterion Media when the payment is made.

5.3 Any Products incorrectly delivered shall be promptly re-delivered by the Supplier to the correct destination at the Supplier's expense.

5.4 The Supplier must deliver all Products with a detailed, dated, delivery note giving full particulars in writing of the Purchase Order number (if any) and date and the number of packages and contents. If Products are delivered in parts, the note must specify the outstanding balance to be delivered.

5.5 The Supplier shall, at its own expense, promptly repair or replace any Products that are lost or damaged in transit to the place of delivery specified by Exterion Media.

5.6 If Products are delivered to Exterion Media in excess of the quantities ordered, Exterion Media is not obliged to pay for the excess and any excess will be and remain at the Supplier's risk and will be returnable at the Supplier's expense.

5.7 If a date for supply or delivery of a Product or for the performance of part or all of a Service (including any phases, benchmarks, milestones, etc.) is stated in the Purchase Order or agreed between the parties, then time for delivery of Products and/or completion of the Services by the Supplier shall be of the essence and failure to deliver the Products and/or Services in accordance with the provisions of the Purchase Order shall be a breach of the Contract.

5.8 If, in accordance with clause 5.7, time for delivery is of the essence, and the Products or Services are not delivered on the due date then, without prejudice to any other rights of Exterion Media, it may:

- (a) cancel the Contract in whole or in part;
- (b) refuse to accept any subsequent delivery of the Products or Services which the Supplier attempts to make;

(c) recover from the Supplier any expenditure reasonably incurred by Exterion Media in obtaining goods or services similar to the Products or Services in substitution from another supplier; and

(d) claim damages for any additional costs, losses or expenses incurred by Exterion Media which are in any way attributable to the Supplier's failure to deliver the Products or the Services on the due date.

5.9 Exterion Media shall have 14 days following delivery of the Products and/or Services in which to either accept or reject the Products. Exterion Media shall have the right to reject the Products and/or Services or any part thereof if the Products and/or Services are not supplied in accordance with the Purchase Order. Exterion Media may reject the Products or Services at a later date if a latent defect becomes apparent.

#### **6 PRICE AND PAYMENT**

6.1 Subject to clause 6.2, the Price shall be as stated in the Purchase Order, and unless stated in the Purchase Order or otherwise agreed in writing by Exterion Media, shall be exclusive of value added tax ("VAT") but inclusive of all other charges (including delivery charges).

6.2 Any variation to the Price stated in the Purchase Order, and any extra charges will only be payable by Exterion Media if specifically agreed between the parties in writing as an amendment to the Purchase Order.

6.3 Exterion Media shall be entitled to retain the Retention Amount where referred to in the Purchase Order. Exterion Media shall not be obligated to place the Retention Amount in a separate bank account and may apply such amounts in whole or part satisfaction of any amount due, or becoming due, under this Purchase Order or subsequent agreement. The Supplier shall be entitled to invoice the Retention Amount on expiry of the Defect Rectification Period and Exterion Media shall pay to the Supplier the invoiced amount less any deductions made in accordance with Clause 6.4.

6.4 Exterion Media may deduct from the payment of the Retention Amount or withhold from any other amounts due to the Supplier any expenditure it has incurred arising out of any failure by the Supplier to rectify any defects in the Products or Service during the Defect Rectification Period and any monies owed by the Supplier to Exterion Media. Exterion Media will notify the Supplier of any deduction it makes from the Retention Amount.

6.5 Payment of the Price shall be subject to receipt by Exterion Media of a valid VAT invoice. All invoices presented to Exterion Media must be addressed to the Accounts Payable department at Exterion Media and contain the following information:

- (a) date of issuance;
- (b) sequential numbering to identify the invoice uniquely;
- (c) VAT identification number of the Supplier and, in the case of Suppliers within the European Community, the VAT number of Exterion Media;
- (d) full addresses of both the Supplier and Exterion Media together with full contact details of the persons at Exterion Media arranging the supply of Products and Services;
- (e) Exterion Media's Purchase Order number;
- (f) a full description of the Products or Services supplied, and the date on which these were supplied;
- (g) the Price, including any discounts or rebates if not included in the unit price;

**EXTERION MEDIA (UK) LIMITED**  
**PURCHASE ORDER TERMS AND CONDITIONS - November 2015**

- (h) VAT rate applied and VAT payable; and
- (i) deduction of the Retention Amount (if applicable).
- 6.6 The due date for payment to the Supplier will be the date Exterion Media receives an invoice complying with clause 6.5 above. The final date for payment shall be 30 days from the due date provided that the invoice is not disputed by Exterion Media in accordance with clause 6.7.
- 6.7 If Exterion Media considers that any amount shown on the invoice does not accord with the amounts due in accordance with the Contract, Exterion Media will notify the Supplier setting out the reason for the dispute.
- 7 RISK, INDEMNITY, INSURANCE & LIABILITY**
- 7.1 The Supplier shall be responsible for and shall indemnify Exterion Media, its employees and agents from and against all expense liability loss and claims whatsoever in respect of death or injury to any person, loss of or damage to property (including loss of or damage to the Products and property belonging to Exterion Media or for which it is responsible) or any other loss, damage, cost or expense which may arise out of or in consequence of the performance of the Supplier or of any defective workmanship, quality or materials of the Products and/or Services or of the presence of the Supplier, its employees, agents or sub-contractors on Premises, to the extent that such death injury loss damage cost or expense be caused directly or indirectly by the negligence or breach of contract or breach of statutory duty by the Supplier.
- 7.2 The Supplier warrants, represents and undertakes that the sale, provision or use of the Products and/or Services supplied will not infringe any third party intellectual property right or other protected right. The Supplier indemnifies, and shall keep indemnified, Exterion Media from and against all judgments, orders, damages, costs, losses and expenses arising from any alleged or actual infringement of any such right.
- 7.3 Without prejudice to the Supplier's liability under the Contract, and save as expressly agreed to the contrary on a Purchase Order signed by both parties, the Supplier will arrange and maintain throughout the duration of the Contract:
- (a) employer's liability insurance in respect of the Supplier's liability for any person in the Supplier's employment in the sum of not less than £10,000,000 (ten million pounds) per incident or such other minimum level as may from time to time be required by law;
- (b) product liability insurance in respect of the Supplier's liability in the sum of not less than £10,000,000 (ten million pounds) per occurrence, or such other sum as may be agreed in writing, with financial loss extension; and
- (c) public liability insurance in the joint names of Exterion Media and the Supplier which provides indemnity of not less than £5,000,000 (five million pounds) for any one incident or series of incidents arising out of any one event in respect of liability for death of or injury to any person and loss of or damage to property, and to the extent that the Price is greater than £100,000 (in aggregate), such insurance shall be endorsed to provide that no act or omission on the part of the Supplier shall prejudice Exterion Media's rights under such policy as principal.
- 7.4 Where the Services include professional or design services then the Supplier shall take out, maintain and comply with professional indemnity insurance in a sum not less than £5,000,000 (five million pounds) for each and every claim, or such other sum as may be agreed in writing, for the duration of the Contract and for (6) six years after expiry or termination of the Contract, with an insurer or insurers of repute authorised to underwrite such risks.
- 7.5 Upon request by Exterion Media, the Supplier will provide evidence that insurance policies are in force to comply with the requirements of clause 7.
- 7.6 The Supplier shall pay Exterion Media all amounts due under the indemnities set out in this clause 7 promptly on receipt of written notice from Exterion Media.
- 7.7 Exterion Media's liability under or in connection with this Contract shall be limited to the amount of the fees payable by the Customer hereunder together with any interest properly payable on such amount. This limit shall apply however that liability arises, including, without limitation, a liability arising by breach of contract, arising by tort (including, without limitation, the tort of negligence) or arising by breach of statutory duty. This clause 7.7 shall not exclude or limit Exterion Media's liability for:
- (a) death or personal injury caused by Exterion Media's negligence; or
- (b) fraud or fraudulent misrepresentation.
- 8 REMEDIES**
- Without prejudice to any other right or remedy which Exterion Media may have, including but not limited to the right of rejection referred to in clause 5.9 above, if, in the reasonable opinion of Exterion Media, the Products and/or Services fail to comply with the Contract in any respect or if, anytime after expiry of the 14 day rejection period described in clause 5.9 above, any latent defect arises, then Exterion Media may (at its option):
- (a) request the Supplier (at the Supplier's expense) either to remedy any defect in the Products and/or Services, or to supply replacement Products and/or re-perform the Services and carry out any other necessary work to ensure that the terms of the Purchase Order are fulfilled;
- (b) reject the Services and/or Products (in whole or in part) and, in the case of Products, return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Products so returned shall be paid forthwith by the Supplier;
- (c) refuse to accept any further deliveries of the Products and/or Services which the Supplier attempts to make;
- (d) cancel the Purchase Order in whole or in part, obtain replacement goods or services from another source and claim damages for any costs, losses or expenses so incurred by Exterion Media which are in any way attributable to the Supplier's failure to deliver the Products and/or Services in accordance with the Purchase Order;
- (e) obtain rebates, if not included, on the unit price and on the VAT rate applied and VAT payable; and/or
- (f) recover from the Supplier any expenditure reasonably incurred by Exterion Media in making the Products and/or Services comply with the Contract.
- 9 TERMINATION**
- 9.1 In the event that Exterion Media has reason to believe that the Products or Services are not being, or will not be, provided to its satisfaction, Exterion Media shall have the right to terminate this Contract (in whole or in part) by giving the Supplier written notice, whereupon all work being undertaken in respect of that Purchase Order shall be discontinued. The Supplier shall repay to Exterion Media any advance payments made in respect of any Services which have not been undertaken or Products that have not been

**EXTERION MEDIA (UK) LIMITED**  
**PURCHASE ORDER TERMS AND CONDITIONS - November 2015**

delivered at the date of termination. The Supplier shall be entitled to invoice Exterior Media for fair and reasonable compensation for work that has been provided to Exterior Media and reasonable third party expenses incurred by the Supplier at the time of termination. Such compensation shall not in any circumstances however include loss of anticipated profits or any consequential loss.

9.2 Either party shall have the right at any time by giving notice in writing to the other party to terminate the Contract with immediate effect if:

- (a) the other party commits a material breach of any of the terms of this Contract;
- (b) any distress, execution or other process is levied upon any of the assets of the other party;
- (c) the other party has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the courts for the appointment of an administrator of the other party or notice of intention to appoint an administrator is given by the Supplier or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the other party or for the granting of an administration order in respect of the other party, or any proceedings are commenced relating to the insolvency or possible insolvency of the other party;
- (d) the other party ceases or threatens to cease to carry on its business; and/or
- (e) the financial position of the other party deteriorates to such an extent that, in the reasonable opinion of party seeking to rely on this clause 9.2, the capability of the other party adequately to fulfil its obligations under the Contract has been placed in jeopardy

and in such circumstances, the Supplier shall on notice from Exterior Media repay to Exterior Media any advance payments made (any such advance payments having been made and held by the Supplier on trust for Exterior Media until such time as the Products have been delivered and/or the Services provided) and no compensation shall be payable by Exterior Media to the Supplier.

9.3 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of the parties accrued prior to termination. The terms and conditions within the Contract which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

## **10 INTELLECTUAL PROPERTY**

10.1 In respect of any goods that are transferred to Exterior Media under this Contract, including without limitation the Products or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items (save only in respect of any IPR relating to such Products, for which the provisions of clause 10.2 shall apply), and that at the date of delivery of such items to the Customer, it will have full and unrestricted rights to transfer all such items to the Customer.

10.2 Except to the extent expressly excluded in the Purchase Order, the Supplier hereby assigns to Exterior Media, with full title guarantee and free from all third party rights: (i) all IPR of the Supplier in the Products; and (ii) all IPR created or arising as a result of the provision by the Supplier of the Services. To the extent that any Product contains any IPR belonging to a third party the Supplier grants to Exterior Media a non-exclusive perpetual, royalty-free, irrevocable licence to use such third party IPR for any purpose, and the right to sub-license such IPR to third parties. The Supplier warrants that it is able lawfully to assign, license and sub-license the IPR referred to in this clause 10.2.

10.3 The Supplier shall obtain waivers of all moral rights in any Products created by or on behalf of the Supplier to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

10.4 The Supplier shall, promptly at Exterior Media's request, do (or procure to be done) all such further acts and things and (at Exterior Media's expense) executed all such other documents as the Exterior Media may from time to time require for the purpose of securing for Exterior Media the full benefit of the Contract, including all right, title and interest in and to the IPR assigned to the Customer in accordance with clause 10.2.

## **11 RECORDS AUDIT**

11.1 The Supplier will, and will procure that its sub-contractors will, maintain a true and correct set of documents and records including personnel and training records pertaining to all activities relating to their performance of or compliance with the Contract and a complete and orderly documentary record of all transactions entered into by the Supplier for the purposes of the Contract including copies of any Documentation generated by or in the possession of the Supplier, all sub-contracts and all such other information reasonably required by Exterior Media.

11.2 The Supplier agrees, and will procure that its sub-contractors agree to maintain and retain the Documentation for a period of not less than 6 years after completion of performance under the Contract. Exterior Media or any authorised representative will have the right to audit any and all such records at any time during performance of the Contract and during the 6 year period (or such longer period as may be required by law) following completion of performance under the Contract.

11.3 Exterior Media may, upon reasonable advance notice and prior arrangement during office hours, enter the Supplier's premises and have access to all records and materials relevant to performance by the Supplier of its obligations under this Contract for the purpose of Exterior Media carrying out an audit of the Supplier's activities under the Contract.

## **12 ASSIGNMENT**

The Supplier may not assign the Contract or any part of it without the prior written consent of Exterior Media.

## **13 FORCE MAJEURE**

13.1 Exterior Media reserves the right to defer the date of delivery or payment or to cancel the Purchase Order or reduce the volume of the Products and/or Services ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control.

13.2 The Supplier shall not be liable for any failure or delay to deliver the Products and/or complete the Services due to circumstances beyond its reasonable control. However, for this purpose:

- (a) strikes, lockouts and other forms of industrial action by the Supplier's personnel;

**EXTERION MEDIA (UK) LIMITED**  
**PURCHASE ORDER TERMS AND CONDITIONS - November 2015**

- (b) inability and delay in obtaining supplies of adequate or suitable materials; and/or
- (c) inability and delay in obtaining access to premises, which includes the Premises, where the Supplier is or ought reasonably to be responsible for procuring such access

shall not be considered to be matters beyond the Supplier's reasonable control unless Exterion Media expressly agrees otherwise in writing.

**14 PUBLICITY & CONFIDENTIALITY**

- 14.1 The Supplier must not make any announcement or disclosure of information concerning this Contract (including without limitation the existence of the Contract) or any information about its relationship with Exterion Media without the prior written consent of Exterion Media (excluding any disclosure required by legal, accounting or regulatory requirements).
- 14.2 The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to it by Exterion Media, its employees, agents or subcontractors, and any other confidential information concerning Exterion Media's business, its products and services which the Supplier may obtain. The Supplier shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Supplier's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The Supplier may also disclose such of Exterion Media's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
- 14.2 This clause 14 shall survive termination of the Contract.

**15 NOTICES**

- 15.1 All notices under the Contract must be made in writing, in the English language, and be delivered by courier, recorded delivery or email to the address of the other party set out on the Purchase Order (or such other address as may have been subsequently notified in writing).
- 15.2 Notices to Exterion Media must be addressed to the UK Legal Director.
- 15.3 A notice shall be deemed to have been served:
  - (a) if delivered by courier, at the time of delivery;
  - (b) if sent by recorded delivery, 48 hours after posting if the recipient of the notice is within the UK or 5 days if the recipient of the notice is outside the UK; and
  - (c) if sent by email, upon transmission to the correct address.Where a notice is served by email, such notice must also be confirmed within 48 hours by either courier delivery or posting a copy by recorded delivery to the appropriate address.
- 15.4 If the date on which a notice is received is not a Working Day, that notice will instead be deemed to be received on the next Working Day. For this purpose, a "Working Day" means a day which is not a Saturday, Sunday or public holiday in England.

**16 GENERAL**

- 16.1 Each right or remedy under the Contract is without prejudice to any other right or remedy whether under the Contract or not.

- 16.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be invalid or unenforceable (in whole or in part), the provision shall, to the extent of such illegality or unenforceability, be deemed severable and the remaining provisions of this Contract and the remainder of such provision shall continue in full force and effect.
- 16.3 Failure or delay by a party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any rights under the Contract.
- 16.4 Other than members of the Exterion Media group of companies, no person, company or other entity who is not a party to the Purchase Order has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.
- 16.5 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
- 16.6 Except as set out in these Terms and 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 the Customer.

**17 PREMISES**

- 17.1 The Supplier will comply with all reasonable requirements relating to access to the Premises, Premises working hours and Premises regulations which are notified to it.
- 17.2 Inability to gain access to the Premises for reasons beyond the control of the Supplier is deemed a circumstance beyond the control of the Supplier for the purposes of clause 13.2.
- 17.3 If conditions on the Premises are not as had been notified to the Supplier in the Purchase Order, and could not have been foreseen by a reasonably competent Supplier, then such change in conditions will constitute a Change for the purposes of clause 4.1.

ANNEX

**EXTERION MEDIA SUPPLIER COMPLIANCE POLICY**

Exterion Media (as defined below) strives to maintain throughout its operations a work environment that reflects the highest standards of business ethics and workplace behaviour, and is committed to legal compliance and ethical business practices in all of its operations in Europe. “**Exterion Media**” means any or all of Exterion Media (UK) Limited, Exterion Media Metro Services (UK) Ltd, Exterion Media (Ireland) Limited, Exterion Media (Netherlands) BV, Exterion Media (France) S.A., Exterion Media Spain S.A. and each of their businesses, divisions, holding companies, subsidiaries, and group undertakings.

In the furtherance of these standards, Exterion Media expects all of its suppliers, contractors and others, with whom Exterion Media conducts business (collectively referred to as “**Suppliers**”) to comply with all applicable laws and regulations in the places in which they do business, and to maintain the highest degree of ethics in every aspect of their business with Exterion Media. This policy sets forth Exterion Media’s expectation of its Suppliers. Exterion Media is firm in its resolve to do business only with those suppliers who share in its commitment to integrity.

Exterion Media’s Suppliers should be familiar with Exterion Media’s Anti-Bribery Policy (“**ABC Policy**”). Hard copies of the ABC Policy are available on demand.

Exterion Media recognises that there are different legal and cultural environments in which Exterion Media operates throughout Europe. Regardless, this Policy sets forth the minimum requirements that Suppliers must meet to do business with Exterion Media. In order to comply with these requirements, Suppliers must communicate the principles of this Policy throughout their supply chain.

Exterion Media reserves the right to monitor compliance with this Policy and to ensure that it is being respected throughout its Supply Chain. Exterion Media reserves the right to request documentation, conduct audits, review and approve corrective action plans and verify implementation of corrective action, on at least an annual basis. Adoption of, and adherence to, this Policy by a supplier is a prerequisite for Exterion Media in its selection of new suppliers. To monitor this,

Exterion Media expects strict **COMPLIANCE** with the requirements of:

- all applicable anti-corruption and anti-bribery laws, including in all cases the United Kingdom Bribery Act 2010 and the United States Foreign Corrupt Practices Act, the Organization for Economic Cooperation and Development Convention on Combatting Bribery of Foreign Public Officials in International Business Transactions, and EU and US sanctions laws and orders;
- all applicable laws regarding political contributions and payments;
- statutory and contractual requirements to maintain accurate financial reporting systems and records relating to each supplier’s dealings with Exterion Media;
- all applicable laws regarding employment including those prohibiting discrimination, harassment or victimisation of workers;
- all applicable laws, regulations and standards regarding public procurement;

EXTERION MEDIA (UK) LIMITED  
PURCHASE ORDER TERMS AND CONDITIONS - November 2015

- all applicable laws, regulations and standards regarding privacy, data and information security;
- all applicable laws regarding imports and exports of technology and other goods;
- all applicable laws regarding slavery, servitude, child and/or forced or compulsory labour and human trafficking, including the UK Modern Slavery Act 2015, and expects its suppliers to have instituted and maintained appropriate policies and procedures to ensure that the same are not taking place in their own businesses or supply chains;
- all applicable laws, regulations and standards regarding fair and ethical employment practices including those relating to wages; hours; overtime and benefits; and health, safety and the environment;
- all rules, codes, standards, agreements and procedures notified to the Supplier which are required to be complied with by Exterion Media and its suppliers at any property, or in relation to any asset or infrastructure for which Exterion Media provides advertising or advertising services; and
- any ethical sourcing or fair labour principles notified to the Supplier which the purchaser of Exterion Media's services requires to be complied with by Exterion Media and its Suppliers.

Exterion Media's policy **PROHIBITS** all of the following conduct by any Supplier or any contractor to any Supplier of Exterion Media or by their employees, agents, directors or consultants:

- direct or indirect improper payments or offers of payment or benefits in kind to or from:
  - any domestic or foreign government official or employee;
  - their representatives, agents or family members;
  - any employee, officer, contractor or agent of Exterion Media or any customer of Exterion Media; or
  - any other person;
- the offering or giving of discounts, entertainment, meals, transportation, gifts or other favours or personal benefits to Exterion Media employees or any employee, officer, contractor or agent of any client of Exterion Media (other than as expressly provided in the ABC Policy) or the receipt by any employee, agent, officer, director or contractor of any improper payment, kickback or other improper benefit;
- entering into a business arrangement with employees of either Exterion Media or of its clients;
- anti-competitive business practices and non-adherence to applicable local and international antitrust laws;
- use of Exterion Media's name, assets (including intellectual property), facilities or services without written authorization or for any improper purpose;

EXTERION MEDIA (UK) LIMITED  
PURCHASE ORDER TERMS AND CONDITIONS - November 2015

- disclosure of confidential or proprietary information to any third party (including the press) without prior written authorization;
- discrimination in the work environment; and
- acts of sexual, physical, verbal, psychological or any other form of harassment, abuse or discrimination in work environment.

To the extent the Supplier is a supplier to Exterion Media (UK) Limited or Exterion Media Metro Services (UK) Limited, the Supplier will:

- ensure that its employees are paid an hourly wage (or equivalent of an hourly wage) at least the hourly London Living Wage (defined below); and
- provide to Exterion Media such information concerning the London Living Wage as Exterion Media may reasonably require from time to time.

“London Living Wage” is the then current London Living Wage as calculated by the Centre for Research in Social Policy (or any replacement thereof) and as published by the Living Wage Foundation.

Suppliers are expected to assist Exterion Media in enforcing this Policy by communicating its principles to their employees and suppliers or contractors and by notifying to Exterion Media any breaches of this Policy.

If it is found that a Supplier has committed one or more violations of this policy, Exterion Media will take appropriate action, taking into account any mitigants such as timely notification, evidence of its regular communication etc. Such action may range from working with the Supplier to ensure that steps are taken to correct breaches and prevent their recurrence, to cancelling the affected contract, terminating the relationship with such Supplier, commencing legal action against such Supplier or other actions as warranted.

For any questions regarding Exterion Media’s Supplier Compliance Policy, please contact a member of Exterion Media’s Legal Department.

**October 2015**