The PURCHASE ORDER TERMS AND CONDITIONS describe the rights, duties, obligations, and liabilities of the parties to the PURCHASE ORDER ("PO") for the Products or Services as identified on an Order ("Refinitiv") and the supplier of Products or Services ("Seller").

1. Definitions. "Affiliate" means any business entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with an entity identified as a Seller in the quotation, proposal, contract (e.g., PURCHASE ORDER), and within 24 hours of notification, Seller will assign and provide to Refinitiv a Return Authorization ("RMA") number. If the return is due to Refinitiv's error, the shipping terms for the returned merchandise shall be FOB delivery point (INCOTERMS 2010). If applicable, Seller will add only actual freight costs to its invoice to Refinitiv.

2. Orders. Refinitiv may procure Products and Services from Seller by issuing an Order to Seller, and Seller shall provide such Products and Services as set forth in the Order. Time is of the essence in the performance of this PO. Seller shall be deemed to have indicated acceptance of an Order and this PO by commencement of performance hereunder.

3. Delivery of Products. Unless otherwise requested or authorized by Refinitiv on or before the delivery date, Seller shall fulfill the Order in one lot. Seller shall include in its shipment all user manuals, manufacturer warranties, or other materials, if such materials exist, that the Product manufacturer intended to remain with the Products. Seller must identify all shipments, shipping papers, invoices, and correspondence with the order number and an itemized Product and Services list. Shipping terms and any other terms, unless otherwise specified on an Order (INCOTERMS 2010). If applicable, Seller will add only actual freight costs to its invoice to Refinitiv.

4. Returns. Refinitiv may return Products to Seller within six months of Refinitiv's Product receipt and receive a full refund, except that the Products must be in their original packaging and in condition for resale as new; Products that are custom or obsolete are not returnable except in the case of a defective Product or Services. Refinitiv shall notify Seller, and within 24 hours of Refinitiv's notification, Seller will assign and provide to Refinitiv a Return Authorization ("RMA") number. If the return is due to Refinitiv's error, the shipping terms for the returned merchandise shall be FOB delivery point (INCOTERMS 2010). The shipping terms for all other Product returns are E.W.O. Origination (INCOTERMS 2010).

5. Compliance with Refinitiv Procedures; Insurance. If the Services are performed at a Refinitiv location, Seller's personnel will observe and comply with Refinitiv's security procedures, rules, regulations, and policies (as updated from time to time) and Seller will use its best efforts to minimize any disruption to Refinitiv's business operations at all times. Seller shall comply with Refinitiv's Supply Chain Ethical Code, as it may change from time to time. Refinitiv's Supply Chain Ethical Code is incorporated into this PO by this reference and is posted at: https://www.refinitiv.com/en/supplier-code.html. Seller shall maintain, at its sole cost and expense, insurance sufficient to cover all damages, liabilities and obligations arising from or related to the PO.

6. Environmental, Health and Safety Laws. For all potentially hazardous Products and/or Services, the Seller shall submit information to Refinitiv's Risk Management department, which shall at a minimum provide the information necessary to comply with the environmental, health and safety laws applicable in the jurisdiction for which the Product or Service is intended.

7. Pricing. Prices shall be as specified in the related Order. Seller shall promptly inform Refinitiv of any material and other discounts, price reductions, and promotions available from Seller for which Refinitiv is entitled. If there are technical or operational differences between the Products or Services as described on the Order or referred to in this Agreement and the Products or Services as actually delivered and accepted by Refinitiv, Seller shall promptly inform Refinitiv of the differences, and within 24 hours of notification, Seller will assign and provide to Refinitiv a Return Authorization ("RMA") number. If the return is due to Refinitiv's error, the shipping terms for the returned merchandise shall be FOB delivery point (INCOTERMS 2010). If applicable, Seller will add only actual freight costs to its invoice to Refinitiv.

8. Invoicing; Payment; Taxes. Seller will invoice Refinitiv following its shipment of the Products or its performance of the Services. Refinitiv agrees to pay Seller on the Monday following net 60 days of Refinitiv's official receipt of its undisputed invoice. Notwithstanding the foregoing, all claims for money due or to become due to Seller from Seller’s prior to its receipt of the full payment of the invoice. Seller may terminate the performance of work under this PO in whole or in part at any time and for any reason, by written notice to Seller. Upon receipt of such notice, Seller will, unless otherwise directed, immediately discontinue all work and the placing of all orders for materials, facilities and supplies in connection with the performance of this PO and will promptly cancel all existing orders and terminate all subcontracts in so far as such orders or subcontracts are chargeable to this PO. Refinitiv shall have no liability to Seller beyond payment of any balance owing for material purchased hereunder and delivered to and accepted by Refinitiv prior to Seller's receipt of the notice of termination and for work in process required for delivery to Refinitiv. Notwithstanding any other provision of this PO, the parties agree that those obligations which by their nature are intended to survive expiration or termination will survive.

10. Indemnification. Seller, at its own expense, shall defend, indemnify, and hold Refinitiv harmless from all claims, actions, demands, or proceedings made against Refinitiv ("Claims") or any liabilities, damages, judgments, settlements, costs and expenses including reasonable attorney's fees ("Losses") insofar as such Claims or Losses are related to a breach by Seller of any representation, warranty, covenant or agreement made by it hereunder or any injury or damage caused by Seller or the Products to persons or property during the performance of its obligations hereunder.

11. Sensitive Information. All goods (including but not limited to materials, systems, software, product information and any documentation acquired directly or indirectly (including but not limited to oral, written, visual, graphical, and electronic information), by Seller from Refinitiv, or analyses, compilations, studies or other documents prepared by Seller or its representatives which contain sensitive information) and other published material without the prior written consent of Refinitiv, which consent may be withheld.

12. Rights Assignment. Seller hereby assigns to Refinitiv and its successors and assigns, without further consideration and with full title guarantee, the entire worldwide right, title, and interest to all work product related to the Services (including, without limitation, all intellectual property rights in such subcontractors, assignments, or other transfer of the rights or obligations by Seller. Seller remains jointly and severally liable for the actions or omissions of the assignee. Refinitiv shall be entitled to subcontract, assign or otherwise transfer any of its rights or obligations under this PO to any third party. This PO is binding upon the parties' respective successors and permitted assigns.

13. Compliance with Laws. The parties shall comply with all laws and regulations of a county, while making and performing the Services hereunder, and are not eligible to participate in any lottery or other writing by the parties to the PO. The Seller submits to the irrevocable jurisdiction of the English Courts. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this PO.


15. Termination. Refinitiv may terminate the performance of work under this PO in whole or in part at any time and for any reason, by written notice to Seller. Upon receipt of such notice, Seller will, unless otherwise directed, immediately discontinue all work and the placing of all orders for materials, facilities and supplies in connection with the performance of this PO and will promptly cancel all existing orders and terminate all subcontracts in so far as such orders or subcontracts are chargeable to this PO. Refinitiv shall have no liability to Seller beyond payment of any balance owing for material purchased hereunder and delivered to and accepted by Refinitiv prior to Seller's receipt of the notice of termination and for work in process required for delivery to Refinitiv. Notwithstanding any other provision of this PO, the parties agree that those obligations which by their nature are intended to survive expiration or termination will survive.

16. Assignment. Seller shall not subcontract, assign or otherwise transfer any rights or obligations under this PO without the prior written consent of Refinitiv, which may be withheld.

17. Remedies; Attorney Fees and Costs. Refinitiv's rights and remedies in this PO are cumulative and additional to any other rights and remedies provided in law or equity. In any action brought under this PO, Refinitiv is entitled to receive all costs and reasonable attorney's fees.

18. Governing Law. The laws of England and Wales (without regard to conflicts of law) govern all matters arising out of or relating to this PO. The Seller submits to the irrevocable jurisdiction of the English Courts. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this PO.

19. severability. If any provision of this PO is held invalid or unenforceable, such provision will be deemed deleted from this PO and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. This PO's remaining provisions will stand, and the parties may enforce the terms of this PO against the Seller, or (c) is independently developed by the Seller without use of, or reference to, the Sensitive Information.

20. Rights of Third Parties. Any Affiliate of Refinitiv may enforce the terms of this PO against the Seller as a third party beneficiary under the Contracts (Rights of Third Parties) Act 1999, as amended.

21. Entire Agreement. Except as otherwise allowed in Section 22, this PO constitutes the entire understanding and agreement between the parties and supersedes all previous agreements, written or oral, between the parties with respect to the PO subject matter and cannot be modified except in a writing signed by the parties. Nothing in this Section 23 shall exclude or limit either party's liability for fraud or deceit.

22. Supremacy. Any preprinted terms and conditions on a quotation, acknowledgement, invoice, or similar document which conflict with the terms of this PO are deemed superseded by this PO. Any change to this PO must be made in writing. This PO supersedes all previous agreements, written or oral, between the parties with respect to the PO subject matter and cannot be modified except in a writing signed by the parties. Anything in this Section 23 shall exclude or limit either party's liability for fraud or deceit.

23. Entire Agreement. Except as otherwise allowed in Section 22, this PO constitutes the entire understanding and agreement between the parties and supersedes all previous agreements, written or oral, between the parties with respect to the PO subject matter and cannot be modified except in a writing signed by the parties. Nothing in this Section 23 shall exclude or limit either party's liability for fraud or deceit.

24. Rights of Third Parties. Any Affiliate of Refinitiv may enforce the terms of this PO against the Seller as a third party beneficiary under the Contracts (Rights of Third Parties) Act 1999, as amended.

25. Severability. If any provision of this PO is held invalid or unenforceable, such provision will be deemed deleted from this PO and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. This PO's remaining provisions will stand, and the parties may enforce the terms of this PO against the Seller, or: (c) is independently developed by the Seller without use of, or reference to, the Sensitive Information.

26. Rights of Third Parties. Any Affiliate of Refinitiv may enforce the terms of this PO against the Seller as a third party beneficiary under the Contracts (Rights of Third Parties) Act 1999, as amended.
consent of such Affiliates. No other third party will be entitled to enforce any of the terms of this PO under the Contracts (Rights of Third parties) Act 1999, as amended from time to time, or otherwise.