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. No changes by Seller to an Order, including adjustment of the price, quantity, or the delivery or installation dates, or any other term, will be effective, unless authorized by Refinitiv in writing. Seller may not make Product substitutions or overshipments without Refinitiv's prior written authorization. Refinitiv may from time to time request reasonable changes in the scope of the Order, including but not limited to, Refinitiv's future delivery schedules, testing protocol or destination. Seller shall implement such changes unless materially burdensome to Seller; the applicable Order will be amended to accommodate such changes.

3. Delivery of Products. Unless otherwise requested or authorized by Refinitiv or 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 shall be FOB Seller's plant unless otherwise specified in 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 package and in condition for resale as new; Products that are custom or obsolete are not returnable except in the case of a defective Products return. Refinitiv will notify Seller of return requests and within 24 hours of Refinitiv's notification, Seller will assign and provide to Refinitiv, a Return Materials Authorization ("RMA") number. If the return is due to Refinitiv's error, the shipping terms for the returned return shall be FOB Seller's plant (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 reference and is posted at: https://www.refinitiv.com/en/supplier-portal/supply-chain-ethical-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 all material quantity and other discounts, price reductions, and promotions available from Seller for which Refinitiv is eligible. Refinitiv's use of such a price reduction or discount shall be subject to the determination by Refinitiv in its sole discretion whether Refinitiv is entitled to the price reduction or discount and, if so, the manner in which the price reduction or discount is to be credited. Refinitiv may make Product substitutions or overshipments without Refinitiv's prior written authorization. If all or a portion of the price reduction or discount is not available to Seller for the Products or Services, Refinitiv may adjust the price, quantity, or the delivery or installation dates, or any other term, will be effective, unless authorized by Refinitiv in writing. Seller may not make Product substitutions or overshipments without Refinitiv's prior written authorization. Refinitiv may from time to time request reasonable changes in the scope of the Order, including but not limited to, Refinitiv's future delivery schedules, testing protocol or destination. Seller shall implement such changes unless materially burdensome to Seller; the applicable Order will be amended to accommodate such changes.

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 damages under or arising from this PO shall be subject to deduction or setoff or counterclaim arising out of the PO. Refinitiv is entitled to make payments to Seller via a Refinitiv-designated procurement card, company cheque, or Electronic Funds Transfer ("EFT"). Prices do not include any value-added, sales, use, excise, transaction, or other similar taxes or fees. If such taxes or fees are applicable, Seller will separately state them on the invoice. Refinitiv has no obligation to pay any taxes or fees that are based on Seller's net income. If any undisputed invoices remain unpaid after the due date for payment, Seller's sole remedy shall be to charge interest at the annual rate of 2% above the base rate of HSBC Bank plc from time to time, such interest to accrue on a monthly basis.

9. Warranties. Seller represents, warrants and undertakes to Refinitiv that: (a) it is an entity validly established under applicable laws; (b) it has all necessary right, title, license and authority to enter into the PO and to perform all its obligations hereunder; (c) Seller's performance of all its obligations hereunder does not violate any applicable statute, regulation, rule, order or ordinance; (d) Seller has obtained all consents, licenses and permissions to enable the provision of the Services and/or provision of the Products.
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.