The Purchase Order Terms and Conditions together with its purchase order(s) (the “Order(s)”), user manuals, instructions, training materials, system manuals, specifications and all other Seller materials that describe the Products or Services (collectively, “PO”) is between the Affiliate purchasing 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, the party identified as the Seller. “Refinitiv & Risk UK Parent Limited” or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale, or other disposition) to any such business entity or to its business or the assets, properties, materials, and other goods obtained by Refinitiv from Seller, as identified in an Order. “Services” means the services that are provided by Seller including, without limitation, installation, configuration, maintenance and support, as identified in an Order.

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 the PO. Seller shall be deemed to have indicated acceptance of an Order and the PO by commencement of performance hereunder. No changes by Seller to an Order, including adjustment of pricing, delivery or installation dates, or any other term, will be effective unless authorized by Refinitiv in writing. Seller may not make Product substitutions or over shipments without Refinitiv’s prior written authorization.

3. Delivery of Products. Unless otherwise requested or authorized by Refinitiv in writing on or before the delivery date, Seller will 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 requires. Refinitiv shall have the right to inspect the Products, should after delivery. Shipping terms are DDP (named place of destination), 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 purchase of Product(s) for any reason, including but not limited to: Products that are defective or nonconforming (including obsolete or defective) as resalable as new; Products that are custom or obsolete are not returnable except in the case of a defective Product. For all permitted returns, Refinitiv shall notify Seller of its intent to return Products and provide Seller with a Return Material Authorization (“RMA”) number. If the return is due to Refinitiv’s error, the shipping terms for the returned Products are D.A.P. (named place of destination) (INCOTERMS 2010). The shipping terms for the returned Products shall be governed by the 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 normal 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

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 quantity and other discounts, price reductions, and promotions available from Seller for which Seller is entitled. Refinitiv reserves the right to adjust 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 over shipments without Refinitiv’s prior written authorization. Refinitiv may from time to time request reasonable changes in writing to the scope of the Order, including but not limited to, Refinitiv’s requirements, quantities, 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. The Seller shall inform Refinitiv forthwith in the event of such changes being materially burdensome to the Seller.

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 18 days of receipt of valid and complete invoice. If Refinitiv’s notice of non-payment is not delivered within 24 hours of invoice, Refinitiv shall acknowledge in writing a Return Materials Authorization ("RMA") number. If the return is due to Refinitiv’s error, the shipping terms for the returned Products are D.A.P. (named place of destination) (INCOTERMS 2010). The shipping terms for the returned Products shall be governed by the Incoterms 2010.

9. Warranties. Seller represents, warrants and undertakes to Refinitiv that: (a) it is an entity validly existing and having all requisite power to carry on its business under all laws which are applicable to the sale of the Products or Services; and (b) all Products and Services sold under this PO and to perform all its obligations hereunder; (c) Seller’s performance of all its obligations hereunder does not violate any applicable law, statute, regulation or ordinance; (d) no third party intellectual property rights are violated by Seller’s sale and performance of the Services; (e) all the Products and Services are free of licence and encumbrances and there are no actual or threatened claims pending that could have a material adverse effect on Seller’s ability to perform its obligations hereunder or on Refinitiv’s enjoyment of the rights granted hereunder; (f) it has appropriate agreements with its employees and contractors to perform its obligations under the PO; (g) the Products and Services are free of material defects and will operate to Refinitiv’s satisfaction in accordance with the PO; (h) the Products and Services are suitable for the intended purpose, if the purpose is made known to Seller and Refinitiv relies on Seller’s judgment and selection; (i) the Product is new and not used, remanufactured, or reconditioned; and (j) it will perform the Services in a professional and workmanlike manner, consistent with the highest industry standards. In the event that such Product or Service fails to satisfy these warranties, representations and conditions, without limitation to Refinitiv’s other rights and remedies, Seller at its own expense, will promptly repair or replace the Product or Service and all costs of labor, materials and expertise used in connection with such work shall be at Seller’s own expense. If the defect, omission or non-conformity is not due to Seller’s fault, however, that Refinitiv may elect to receive the refund of all fees and expenses paid in lieu of such repair, replacement or re-performance.

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, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys’ fees) (‘Losses’) suffered by Seller or its employees, subcontractors or agents or a breach by Seller or its employees, subcontractors or agents of any representation, warranty, covenant or agreement made by it or any of its affiliates or any of their respective representatives which contain or otherwise reflect such information provided by Refinitiv (collectively, “Confidential Information”), shall be held in confidence and shall remain the exclusive property of Refinitiv, and shall not be used by Seller or any of its affiliates or their respective representatives in any manner inconsistent with any Confidential Information unless Seller has known of such prior to the date of disclosure to the Seller; or (c) is independently developed by the Seller without use of, or reference to, the Confidential Information. This Section 11 shall survive the expiration or termination of the performance of work under the PO.

12. Rights Assignment. Seller hereby assigns to Refinitiv and its successors and assigns, without any security interest or other encumbrance and as a separate additional consideration, the entire right, title and interest in and to any work product related to the Services (including, without limitation, all intellectual property rights in such work product whether existing now or in the future; whether or not registered and all applications and renewals for the same) and waives and shall procure the waiver of all moral rights in relation to such work product.

13. No Publicity. Seller shall not disclose, use, or refer to, the PO, or the name, trade names, trademarks or service marks of Refinitiv, in any advertising, publicity release, customer list, promotional or other published material without the prior written consent of Refinitiv, which consent may be withheld.

14. Independent Contractor. Seller is a nonexclusive independent contractor to Refinitiv. The terms and conditions of the Order are to be looked upon as an entire contract between the parties, and nothing herein contained shall be construed as creating any agency, partnership, joint venture, or fiduciary relationship of any kind between Seller and Refinitiv, or between Seller and Seller’s employees, subcontractors or agents. The parties agree that such obligations which by their nature are intended to survive expiration or termination will survive.

15. Assignment. Seller shall not subcontract, assign or otherwise transfer any rights or obligations under the PO without the prior written consent of Refinitiv, which will not be unreasonably withheld or delayed. Any such assignment made without prior written consent of Refinitiv is void. For permitted assignments, 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 the PO to any third party. The PO is binding upon the parties’ respective successors and permitted assigns.

16. Compliance with Laws. The parties shall comply with all laws and regulations of a country, while in that country, as the laws and regulations may change from time to time.

17. Non-Waiver. No course of dealing, course of performance, or failure of either party to enforce any PO provision is to be construed as a waiver of the provision.

18. Remedies; Attorney Fees and Costs. Refinitiv’s remedies and rights in the PO are cumulative and in addition to any other remedies available to Refinitiv. In any action brought under the Refinitiv, and at its expense, Refinitiv shall be entitled to receive all costs and reasonable attorney’s fees on a full indemnity basis.

19. Governing Law. All matters arising or relating to the PO shall be governed by and construed in accordance with the laws of Singapore. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this PO.

21. Severability. If any provision is held invalid or unenforceable, such provision will be deemed deleted from the PO and replaced by a valid and enforceable provision which so far as possible as achieved the parties’ intent in agreeing to the original provision. The remaining provisions of the PO will stay in effect.

22. Supremacy. Any preprinted terms and conditions on a quotation, acknowledgement, invoice, or similar document which conflict with the terms of the PO are deemed superseded by the PO. Licensing terms, which may accompany Products, will supplement the terms of the PO where the terms do not conflict. If the licensing terms conflict with the terms of the PO, the terms of the PO will take precedence. If Seller and Refinitiv have a signed agreement for Products and Services, such agreements shall govern.

23. Entire Agreement. Except as otherwise allowed in Section 22, the PO constitutes the entire 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 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. Save for any Affiliate of Refinitiv which may enforce the terms of the PO against the Seller as a third party beneficiary under the Contracts (Rights of Third Parties) Act (the “Act”) and any other person who may have a right to enforce any terms or conditions of the PO against the Seller as a result of a collateral estoppel (whether by way of a contract, tort or otherwise), no other third party will be entitled to enforce any of the terms of the PO against the Seller under the Act or any similar legislation.

Section 11 shall survive the expiration or termination of the performance of work under the PO.
25. Notice. Notices under the PO must be in writing and may be delivered by hand or registered mail to the addresses of the parties. Notice will be deemed given upon written acknowledgment of receipt by the receiving party.

26. Dispute Resolution. Any dispute, controversy or claim arising out of or in relation to the PO, or the breach termination or invalidity thereof, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC”) (SIAC Rules, 2nd edition, 22 October 1997) or such amendment(s) thereto for the time being in force. The arbitration shall be conducted in the English language before a Tribunal of three (3) arbitrators.