



**Ministry of
JUSTICE**

The Secretary of State for Justice

and

Amazon

**CALL OFF AGREEMENT relating to Amazon Business
(Framework ref 2019/S063-146571)**

BUSINESS / YPO FRAMEWORK TERMS AND CONDITIONS

CALL-OFF TERMS AND CONDITIONS

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1. INTERPRETATION

1.1 Definitions

“Amazon Business” has the meaning given to it in Clause 1.2

“Business Account” has the meaning given to it in Clause 2.1

“Call-Off Contract” has the meaning given to it in the Framework Agreement

“Conditions of Sale” means Amazon’s conditions of sale in force at the date of the Contract and as amended from time to time throughout the duration of the Contract in accordance with the Public Contracts Regulations 2015

“Conditions of Use” has the meaning given to it in Clause 1.2

"Confidential Information" means:-

(a) any information which has been designated as confidential by any Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property rights and know-how of any Party and all personal data and sensitive personal data within the meaning of the relevant data protection laws applicable to the Contract from time to time;

and does not include any information:-

(i) which was public knowledge at the time of disclosure (otherwise than by breach of Clause 27 (Confidentiality; Publicity));

(ii) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

(iii) which is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or

(iv) is independently developed without access to the Confidential Information

“Consumer Purposes” has the meaning given to it in Clause 6.1(a)

"Contract" means the written agreement between the Customer and Amazon consisting of these clauses;

"Contracting Authority" means any organisation that is a contracting authority as defined in the Public Contracts Regulations 2015 and which meets the eligibility criteria agreed between YPO and the Supplier for use of this Framework Agreement;

"Crown" means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular Authorities, persons, commissions or agencies from time to time carrying out functions on its behalf

"Default" means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or

negligent statement of the relevant Party or the Staff in connection with or in relation to the subject-matter of the Contract and in respect of which such Party is liable to the other

“Denied Person” has the meaning given to in Clause 6.1(k)

“Digital Marketplace” means the marketplace where YPO and Contracting Authorities may search for and purchase the Goods at www.amazon.co.uk

“Dispatch Confirmation E-mail” has the meaning given to it in Clause 1.4

"EIR" means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations

"FOIA" means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation

"Framework Agreement" means the framework agreement for the provision Goods between YPO and Amazon

“Goods” means the Goods to be supplied as specified in the Dispatch Confirmation E-mail

"Intellectual Property Rights" and "IPRs" means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off

"Laws" has the meaning given to it in Clause 6.1(f)

"Order" means the order submitted by the Customer to Amazon in accordance with the Framework Agreement

“Order Confirmation E-mail” has the meaning given to it in 1.3

“Organisation” means the Contracting Authority that intends to purchase Goods subject to a Call-Off Contract

“Party” or "Parties" has the meaning given to it in Clause 1.2

"Premises" means the delivery address as specified at the time of the order

“Privacy Notice” means Amazon’s privacy notice in force at the date of the Contract and as amended from time to time throughout the duration of the Contract

“Prohibited Act” means any of the following acts, as described in the Bribery Act 2010:

(a) to directly or indirectly offer, promise or give any person working for or engaged by YPO or another Contracting Authority a financial or other advantage to:

(i) induce that person to perform improperly a relevant function or activity; or

(ii) reward that person for improper performance of a relevant function or activity;

(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an

inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;

(c) committing any offence:

(i) under the Bribery Act;

(ii) under legislation creating offences concerning fraudulent acts;

(iii) at common law concerning fraudulent acts relating to this Contract; or

defrauding, attempting to defraud or conspiring to defraud YPO or any other Contracting Authority.

"Request for Information" shall have the meaning set out in the FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "Request" shall apply)

"Staff" means all persons employed by Amazon to perform its obligations under the Contract together with Amazon's servants, agents, suppliers and sub-contractors used in the performance of its obligations under the Contract

"Working Day" means any day other than a Saturday or Sunday or public holiday in England and Wales

1.2 These terms and conditions ("Contract") govern your access to and use of a set of features, services, and functionality on the Digital Marketplace for registered business customers who are Contracting Authorities under the Framework Agreement between Amazon and YPO to purchase Goods for business purposes ("Amazon Business"). This Contract constitutes an agreement between Amazon Business EU S.à r.l., Amazon EU S.à r.l., Amazon Europe Core S.à r.l. and/or their affiliates (together and each individually, as appropriate "Amazon", "we", "us", or "our") and the Contracting Authority that you represent ("you", the "Customer") (each a "Party" and together, the "Parties"). Please note that your use of Amazon Business is also governed by the Amazon.co.uk Conditions of Use & Sale (as amended by this Contract, the "Conditions of Use"), as well as all other applicable terms, conditions, policies, limitations, and requirements on the Amazon.co.uk website, including the Privacy Notice all of which (as changed over time) are incorporated into this Contract. If any of the terms of this Contract are inconsistent with the Conditions of Use, this Contract will take precedence. Capitalised terms have the meanings given to them in this Contract, the Framework Agreement or the Conditions of Use. This Contract will apply to all Orders you make under the Framework Agreement.

1.3 Your Order is an offer to Amazon to buy the Goods in your Order. When you place an Order to purchase Goods from Amazon, we will send you an e-mail confirming receipt of your Order and containing the details of your Order, including the Goods required, the price payable and a link to the terms and conditions of this Contract (the "Order Confirmation E-mail"). The Order Confirmation E-mail is acknowledgement that we have received your Order, and does not confirm acceptance of your offer to buy the Goods ordered.

1.4 We only accept your offer, and conclude this Contract of sale for Goods ordered by you, when we dispatch the Goods to you and send e-mail confirmation to you that we've dispatched the Goods to you

(the "Dispatch Confirmation E-mail").

1.5 By placing an Order you are providing express consent for Amazon to sub-contract its obligations under this Contract in relation to that Order with the third-party supplier listed on the Amazon Business website as the provider of the Goods.

1.6 If your order is dispatched in more than one package, you may receive a separate Dispatch Confirmation E-mail for each package, and each Dispatch Confirmation E-mail and corresponding dispatch will conclude a separate Contract of sale between us for the Goods specified in that Dispatch Confirmation E-mail.

1.7 Without affecting your right of returns set out below, you can cancel your order for Goods at no cost any time before we send the Dispatch Confirmation E-mail relating to those Goods. This right to cancel does not apply to certain categories of Goods, including digital Goods or software which are not supplied in a physical format (e.g. on a CD or DVD), once download or use (whichever is earlier) has begun.

1.8 You consent to receive sales invoices electronically. Electronic invoices will be made available in pdf format in the Your Account area of the website. For each delivery, we will inform you in our Dispatch Confirmation E-mail if an electronic invoice is available. For further information about electronic invoices and instructions on how to receive a paper copy please refer to our help pages.

2. REGISTRATION

2.1 An Organisation has a business account with Amazon ("Business Account") once an individual associated with the Organisation registers the business in accordance with the registration process specific to the Framework Agreement as indicated by Amazon and creates the first business user account associated with that Organisation. That individual can invite others to be part of the Organisation's Business Account. Each additional user that purchases or otherwise acts on behalf of the business and joins the Organisation's Business Account must create a new business user account that is part of and associated with the Customer's Business Account. Business Accounts and business user accounts are intended for businesses and business-related Organisations and may be used solely for business purposes. To create a business user account, users must use a valid email address. Unless explicitly permitted, a user may only create one account per email address. If a user creates a business user account using the email address and password connected to an existing Amazon customer account, the user must either:

- (a) change the email address and password associated with the existing account; or
- (b) if the user wishes to have only one account, convert the existing account into a business user account (which may make business user account information visible to others as described in Section 2). Once you complete the Business Account registration and verification process, your organisation will be registered with Amazon.

3. ACCOUNT MANAGEMENT

3.1 You are responsible for all activities that occur under your organisation's Business Account and any associated business user accounts, regardless of whether the activities are undertaken by you, your

employees or a third party (including your contractors or agents). Except to the extent caused by our breach of this Contract, we and our affiliates are not responsible for unauthorised access to your Business Account or business user accounts. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorised by you to use your Business Account or associated business user accounts in accordance with this Contract) and are solely responsible for any use or action taken under your password. You will contact us immediately if you believe an unauthorised third party may be using your Business Account or associated business user accounts or if your Business Account or any business user account information is lost or stolen.

3.2 We may give users the ability to invite other individuals affiliated with your organisation to create business user accounts that are associated with the Organisation's Business Account and purchase, approve or act as an administrator on behalf of your organisation. Administrators have the ability to invite other users to join the Business Account and to administer, manage, or close business user accounts. You will be responsible for all actions taken by Business Account users. You acknowledge that users may have access to information from your Business Account and associated business user accounts, such as shipping addresses, payment methods, and order history. Administrators are responsible for inviting only people affiliated with, and authorised to act on behalf of, your organisation to create a business user account that is associated with your organisation's Business Account. Any user designated as an administrator will have similar capabilities to manage Business Account features and invite new users to purchase, approve or act as an administrator on behalf of your organisation. You agree that Amazon is not responsible for, and will have no liability arising from, the disclosure of the information of your organisation or any associated business user accounts to any user associated with your organisation.

3.3 If any user with a business user account that is associated with your Business Account leaves your organisation or is no longer authorised to purchase, approve or otherwise act on behalf of your organisation, you are solely responsible for contacting Amazon through tools we designate to have that user's business user account closed, disabled or removed from the Organisation's Business Account. Amazon disclaims all liability for, and you are solely responsible for, any actions taken or purchases made prior to closing, disabling or removing the user's business user account from the Organisation's Business Account. Please review our Business Account FAQs carefully for more information on the effects of disabling or removing a business user account from your organisation's Business Account. Please note that a business user account that is removed is converted back into a personal account, with the individual user able to access order history for purchases made using an individual payment method while associated with the Organisation's Business Account.

3.4 If you, as an individual user, create a business user account that is associated with an Organisation's Business Account, your organisation and designated individuals acting as administrators have full access to and authority over:

- (a) your business user account (with the ability to close or disable your business user account or remove it from the business and convert it into a personal account); and
- (b) details from your business user account, such as, and not limited to: order history, addresses, payment details, and other personal information associated with your business user account. By creating a business user account that is associated with an Organisation's Business Account, this information will be shared with your organisation and its designated representatives. You agree to release Amazon for any and all liability for any of your business user account information provided to or used by your organisation, the administrator(s) of your organisation, and any other users associated with your organisation.

4. BUSINESS AND ORDER VERIFICATION

4.1 We may use the business name, address, VAT number or business identification number and any other information you provide about your organisation or users or that we may request or determine is necessary to verify accuracy and eligibility for Amazon Business. We may make, directly or through third parties, inquiries to validate information that you provide to us. We may accept or refuse use of Amazon Business at our discretion and may modify purchasing rights or privileges at any time. Any information or documents you provide may be shared with third parties that offer certain Amazon Business features for verification purposes in accordance with the Privacy Notice.

5. THIRD-PARTY SERVICE PROVIDERS

5.1 Amazon Business may enable third party service providers ("providers") to integrate with Amazon Business. If you choose to use such a provider in connection with your Business Account, Amazon may disclose to the provider account information, including, without limitation, information regarding you, your users, your employees or agents, and your and your user's orders. The providers' use of this information will be governed by the providers' privacy, data and security policies. You agree that Amazon is not responsible for and will have no liability arising from Amazon's disclosure of, or any provider's use of, this information.

5.2 Amazon is not responsible for any services provided by the provider. You are responsible for the approvals of Amazon orders, verification of shipping addresses and any disputes regarding orders, and you agree that Amazon will have no liability arising in any way from your use of the provider, including, but not limited to, any unauthorised charges you or your employees or agents incur.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 You represent, warrant and covenant that:

- (a) you are using Amazon Business for business purposes and you agree that you will not purchase any Goods from Amazon.co.uk for purposes which are not related to your trade, business or profession, including the duties and functions of the Customer ("Consumer Purposes"). You agree that, should Amazon become aware that you are using Amazon Business, or purchasing Goods from Amazon.co.uk for Consumer Purposes, our contract will be automatically rescinded;
- (b) your organisation is duly organised, validly existing and in good standing in the jurisdiction in which

your organisation is registered;

(c) the individual entering into this Contract on behalf of your organisation has all necessary legal authority to bind you to this Contract;

(d) you have all requisite right, power, and authority to enter into this Contract, perform your obligations, and grant the rights and authorizations in this Contract;

(e) any information provided or made available by you to Amazon or its affiliates is at all times accurate and complete;

(f) you and all your subcontractors and agents will comply with all applicable laws, rules, regulations, codes, orders and other requirements of governmental agencies ("Laws") in your performance of your obligations and exercise of your rights under this Contract and with your purchase and use of any Goods from Amazon.co.uk, including the Public Contracts Regulations 2015;

(g) all users who use business features or purchase on behalf of your organisation are authorised to do so and all purchases made by these users are authorised purchases of your organisation;

(h) unless authorised by Amazon, you will not use any Goods purchased from Amazon.co.uk in connection with, or to fulfil, any government contract or subcontract, if doing so could subject Amazon to any term, condition, obligation or other provision different from or in addition to the provisions of this Contract;

(i) you will use any Goods purchased from Amazon.co.uk as intended by the manufacturer and in compliance with all product information provided by the manufacturer;

(j) your purchase of Goods from us will not, either by your export of those Goods, your sale or use of those Goods, your legal status or otherwise, cause us to violate any Law; and

(k) you are not an agent of Amazon and agree to comply with the provisions of any anti-bribery or anti-corruption laws applicable to you. You are not, and are not associated with, any person or entity subject to any United States or European Union economic sanctions, embargoes or restrictive measures (including, but not limited to, any of the measures contemplated by Council Regulation (EC) No 428/2009 of 5 May 2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items) or similar measures under any applicable law (any such person or entity a "Denied Person"). You agree (i) not to export any Goods to any entity or person within any country subject to United States, European Union or any other applicable economic sanctions or embargoes without obtaining prior authorisation from the relevant government, (ii) not to export or provide items to persons that are ineligible under United States, European Union or any other applicable Law to receive those items, including but not limited to any Denied Person, and (iii) that any Goods purchased by you will not be used, or made available to a third party for use, in any activities directly or indirectly related to Weapons of Mass Destruction (WMD) proliferation activities.

7. LICENSE

7.1 Subject to your compliance with this Contract and your payment of any applicable fees, Amazon or its

content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use Amazon Business solely in accordance with this Contract. This license does not include the right to resell any Amazon Business feature; any collection and use of any product listings, descriptions, or prices; any derivative use of Amazon Business; any downloading or copying of Amazon Business information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in this Contract are reserved and retained by Amazon or its licensors, suppliers, publishers, rightsholders, or other content providers. No feature or part of Amazon Business may be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose without express written consent of Amazon. You may not frame or utilise framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Amazon without express written consent. You may not use any meta tags or any other "hidden text" utilising Amazon's name or trademarks without the express written consent of Amazon. You may not misuse Amazon Business. You may use Amazon Business only as permitted by Law. The licenses granted by Amazon terminate if you do not comply with this Contract.

8. AMAZON.CO.UK SITE AND FEATURES

8.1 BUSINESS PRICING. We may provide you access to discounts for business customers. In these instances, the available price on the detail page will reflect this discount. Subject to Clause 14 (Freedom of Information and Environmental Information Regulations), you agree that any business pricing or discounts that Amazon provides to you are the confidential and proprietary information of Amazon. You agree not to manually copy or use any data mining, scraping, or similar data gathering and extraction tools with respect to such pricing or discounts.

8.2 PAY BY INVOICE. With "Pay by Invoice", eligible Amazon Business customers can shop on Amazon using invoicing with payments due at the end of the term. Payment terms are approved in our sole discretion and subject to this Contract.

(a) Eligibility. Your eligibility for Pay by Invoice is subject to satisfactory credit checks. Amazon may perform these credit checks itself or outsource them to a third party at its sole discretion. Amazon and such third parties may use any information available in the public domain, validate the data provided by you, and exchange data with other Amazon affiliates and with credit agencies. You will promptly upon our reasonable request provide Amazon with any additional information, and you authorise us to request and obtain such information from government authorities, credit agencies and other third parties as permitted by law. If you fail to comply with the preceding sentence, we may terminate or suspend your ability to purchase with Pay by Invoice. You represent and warrant, and covenant that any information provided or made available by you or your affiliates to Amazon or its affiliates is accurate and complete, and you will promptly update such information as necessary to ensure it at all times remains accurate and complete.

(b) Restriction. Pay by Invoice is not available for Goods delivered by Amazon online (e.g. software

downloads) or for the purchase of Goods with Gift Cards.

(c) Credit limits and availability of Pay by Invoice. Amazon may, at its sole discretion, apply a credit limit to your Business Account. Credit limits are determined based on risk factors, including without limitation our assessment of the risk associated with your business, your location, the registration information you provide and our ability to verify it, and the requirements of applicable law. When a credit limit is set, this applies to your entire Business Account and takes into consideration outstanding payments from earlier orders for which you have used Pay by Invoice. Any purchases made over the credit limit will be payable immediately upon shipment of the item. Your credit may be increased, reduced, suspended, or revoked by Amazon at any time and for any reason.

(d) Payment. Payment terms for any order eligible for Pay by Invoice are net thirty days from the date of shipment or within such other time period in accordance with any invoice instructions and applicable payment policies. If you (i) fail to make payment within thirty days from the date of shipment or within such other time period in accordance with invoice instructions; (ii) fail to comply with this Contract (iii) become insolvent, enter into receivership, make an assignment for the benefit of creditors, or declare bankruptcy or similar proceedings are commenced by or against you; or (iv) experience an event that has a material adverse effect on your business, operations, or financial condition, we may, without prior notice to you and any requirement of such notice being waived by you, (t) suspend or cancel orders; (u) suspend or revoke your credit; (v) offset any amounts that are otherwise payable by us to you; (w) demand immediate payment of all other outstanding invoices; (x) charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on any late payment; (y) initiate collections against any outstanding invoices and engage a third party agency to manage this process on behalf of Amazon; you may be liable for any fees or charges that a third party may assess for collections; and (z) terminate your Business Account.

8.3 RETURNS GUARANTEE. Without prejudice to your statutory rights, Amazon provides you with the following returns guarantee:

(a) All Goods from the Amazon sites can be returned within 30 days of receipt of the Goods to Amazon if the Goods are complete and are in an unused and undamaged condition. For shrink-wrapped and/or sealed data media (for example CDs, audio cassettes, VHS videos, DVDs, PC and video games and software) this means that we only take back the Goods in the unopened shrink wrap film or with an undamaged seal. The Goods are to be returned via our Returns Support Centre. This voluntary returns guarantee does not apply to digital Goods or software which are not supplied on a tangible medium (e.g. on a CD or DVD); and

(b) If you return Goods according to this voluntary returns guarantee, we will refund to you the purchase price already paid by you, but not the delivery costs of your initial purchase. Likewise the transport risk and return costs are borne by you. The costs of delivery and return are only refunded for returns of clothing or shoes from our sites.

8.4 PRICING AND AVAILABILITY. All prices stated on the Amazon Business website are inclusive of legally applicable VAT.

(a) We list availability information for Goods sold by us on the website including on each product information page. Beyond what we say on that page or otherwise on the website, we cannot be more specific about availability. As we process your order, we will inform you by e-mail as soon as possible if any Goods you order turn out to be unavailable and you will not be charged for those Goods.

(b) Despite our best efforts, a small number of the items in our catalogue may be mispriced. We will verify pricing when processing your order and before we take payment. If we have made a mistake and the Goods correct price is higher than the price on the website, we may either contact you before dispatch to request whether you want to buy the Goods at the correct price or cancel your order. If the Goods correct price is lower than our stated price, we will charge the lower amount and send you the Goods.

(c) For the avoidance of doubt, the agreed final price of the Goods shall be confirmed in the Dispatch Confirmation E-mail.

8.5 GOODS INFORMATION.

(a) Unless expressly indicated otherwise, Amazon is not the manufacturer of the Goods sold on the website. While we work to ensure that information about Goods on our website is correct, actual packaging and materials may contain more and different information to that displayed on our website. Ingredients may also change. All information about the Goods on our website is provided for information purposes only. We recommend that you do not rely solely on the information presented on our website. Please always read labels, warnings and directions provided with the Goods before use.

(b) For healthcare Goods, in the event of any safety concerns or for any other information about Goods, please carefully read the information provided with the Goods or contact the manufacturer. Content on the Amazon website is not intended to substitute for advice given by a medical practitioner, pharmacist or other licensed healthcare professional. Contact your healthcare provider immediately if you suspect that you have a medical problem. Information and statements about Goods are not intended to be used to diagnose, treat, cure or prevent any disease or health condition. Amazon accepts no liability for inaccuracies or misstatements about Goods by manufacturers or other third parties. This does not affect your statutory rights.

(c) The Parties acknowledge and agree that the conditions implied by Section 13 of the Sale of Goods Act 1979 are subject to the restrictions stated in this Clause 8.5 (Goods Information).

9. PROVISION OF THE GOODS

(a) Amazon shall supply the Goods in accordance with any obligations implied by Section 12 of the Sale of Goods Act 1979.

(b) If the Customer informs Amazon in writing that the Customer reasonably believes that the Goods do not meet the requirements of the Contract and this is other than as a result of a Default on the part of the Customer, Amazon shall re-schedule and replace or credit the costs of the Goods.

(c) The Supplier's warranties for products sold by the Supplier, if available, are shown on the detail page of the Goods and are subject to the limitations set forth or identified therein. Whether or not the Goods sold by the Supplier are subject to a warranty by the Supplier, the Supplier permits returns for all products in accordance with its returns policy.

(d) The Supplier will, upon request, provide or pass through to the Customer any warranties provided by the manufacturer of the Goods sold by the Supplier, and will cooperate with the Customer's reasonable requests for assistance in requesting and seeking recourse under any such manufacturer warranties.

10. DELIVERY

(a) Amazon shall dispatch the Goods at the time(s) and date(s) specified in the Dispatch Confirmation Email. Please note that unless otherwise stated on the website, delivery estimates are just that. They are not guaranteed delivery times and should not be relied upon as such.

(b) Unless otherwise stated in the Dispatch Confirmation Email, where the Goods are delivered by Amazon, the point of delivery shall be when the Goods are removed from the transporting vehicle at the Customer's Premises.

(c) Except where otherwise provided in the Contract, delivery shall include the unloading, stacking or installation of the Goods by the Staff or Amazon's suppliers or carriers at such place as the Customer or duly authorised person shall reasonably direct.

(d) The Customer shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. If the Customer elects not to accept such over-delivered Goods it shall give notice in writing to Amazon to remove them within ten (10) Working Days and to refund to the Customer any expenses incurred by it as a result of such over-delivery (including the costs of moving and storing the Goods), failing which the Customer may dispose of such Goods and charge Amazon for the costs of such disposal. The risk in any over-delivered Goods shall remain with Amazon unless they are accepted by the Customer in writing.

11. OWNERSHIP AND RISK

(a) Risk in the Goods shall, without prejudice to any other rights or remedies of the Customer pass to the Customer on completion of delivery. Ownership of the Goods, without prejudice to any other rights or remedies of the Customer, shall pass to the Customer at the time of payment in full. Once Amazon has received payment in full, the Customer shall be entitled to use or re-sell the Goods in the ordinary course of its business.

12. DISCLAIMER

12.1 Other than as expressly set out in Clause 8.5 (Goods Information) of this Contract, Amazon makes no warranty or representation concerning the accuracy of information about the Goods provided and our sole liability for any losses or damages by you arising from any inaccuracy in the Goods information will be limited to reimbursement of the price paid for such Goods. Other than as expressly set out in Clause 9 (Provision of the Goods) of this Contract, Amazon disclaims all warranties, express or implied, including,

but not limited to, implied warranties of merchantability and fitness for a particular purpose or non-infringement of intellectual property rights to the fullest extent permissible by applicable law. Amazon also disclaims any liability for claims arising out of misuse, improper selection, improper installation, modification, misrepair or misapplication of the Goods.

13. PREVENTION OF BRIBERY AND CORRUPTION

13.1 We:

- (a) have not, will not, and will procure that our Staff have not, and will not commit a Prohibited Act in connection with this Contract;
- (b) have not given and will not give any fee or reward to any person which it is an offence under Section 117(2) of the Local Government Act 1972 or the Bribery Act 2010;
- (c) warrant, represent and undertake that we are not aware of any financial or other advantage being given to any person working for or engaged by YPO or you or that a contract has been reached to that effect in connection with the securing or execution of this Contract, or any other contract with YPO or you, excluding any arrangements of which full details have been disclosed in writing to YPO and/or you prior to the execution of this Contract.

13.2 We will upon request provide you with all reasonable assistance to enable you to perform any activity required for the purposes of complying with the Bribery Act, as may be required of you by any relevant government or agency in any relevant jurisdiction. Should you request such assistance you shall pay our reasonable expenses arising as a result.

13.3 We will have in place an anti-bribery policy for the purpose of preventing any of our staff from committing any Prohibited Act. Such policy shall be disclosed to you and enforced by us where appropriate.

13.4 Should we become aware of or suspect any breach of Clause 13.1 we will notify you immediately.

13.5 Following notification under Clause 13.4 we will respond promptly and fully to your enquiries and cooperate with any investigation undertaken by you. Amazon's obligations under this Clause 13.5 shall survive the expiry or termination of this Contract for a further period of six (6) years.

13.6 You may recover in full from us and we shall indemnify you in full from and against any other loss sustained by you in consequence of any breach of this Clause 13, whether or not the Contract has been terminated.

13.7 You may terminate this Contract and any Order immediately upon serving written notice if we or our Staff whether or not acting with our knowledge, breaches this Clause 13. Before exercising your right of termination under this Clause 13.7 you will give all due consideration to other action beside termination unless the Prohibited Act is committed by:

- (a) us or on of our senior officers; or
- (b) a member of Staff who is not acting independently us. The expression 'not acting independently of' (when used in relation to us or our Staff) means and shall be construed as acting;

- (i) with the authority of; or
- (ii) with the actual knowledge; of any one or more of our Staff (as applicable) directors or partners; or
- (iii) in circumstances where any one or more of our directors (or partners) or Staff (as applicable) ought reasonably to have had knowledge.

13.8 Any notice of termination by you under Clause 13.7 must specify:

- (a) The nature of the Prohibited Act; and
- (b) The identity of the person whom you believe has committed the Prohibited Act; and
- (c) The date on which the Contract will terminate.

13.9 In the event of any breach of this Clause 13 (Prevention of Bribery and Corruption) you are entitled to recover from us the value of any gift, consideration or commission.

13.10 Termination under Clause 13.7 will:

- (a) Be without prejudice to any right or remedy which has already accrued or subsequently accrues to you under this Contract;
- (b) prohibit us from claiming any damages for early termination;
- (c) allow you to recover from us the amount of any loss suffered by you resulting from the termination; and
- (d) entitle you to be indemnified by us for any additional costs losses, damages or expenses incurred in re-procuring and obtaining the Goods from another party.

14. FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS

14.1 We acknowledge that you are subject to the requirements of the FOIA and the EIR and shall assist and cooperate with you to enable you to comply your Information disclosure obligations.

14.2 We shall and shall procure that our Staff shall apply commercially reasonable efforts to:

- (a) transfer to you all Requests for Information that we receive as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
- (b) provide you with a copy of all Information in our possession or power in the form that you require within five (5) Working Days (or such other period as you may specify) of your request; and
- (c) provide all necessary assistance as reasonably requested by you to enable you to respond to the Request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the EIR.

14.3 Subject to Clause 14.4, You shall be responsible for determining in your absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the EIR.

14.4 You agree to notify us as soon as reasonably practicable (and in any event within 3 working days) of the receipt of any request for disclosure subject to FOIA or EIR, together with details of such request, and shall, prior to making any decision to disclose or withhold any information relating to this Framework Agreement, consider any representations that the Supplier may make relating to such disclosure.

14.5 In no event shall we respond directly to a Request for Information unless expressly authorised to do so by you.

14.6 We acknowledge that (notwithstanding the provisions of Clause 14.2) you may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 (“the Code”), be obliged under the FOIA, or the EIR to disclose information concerning us as Amazon of the Goods:

- (a) in certain circumstances without consulting us; or
- (b) following consultation with us and having taken our views into account;
- (c) provided always that where Clause 14.2 applies you shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give us advanced notice, or failing that, to draw the disclosure to our attention after any such disclosure.

14.7 We shall ensure that all Information is retained for disclosure and shall permit you to inspect such records as requested from time to time.

15. DISCRIMINATION

15.1 We shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise).

15.2 We shall take all reasonable steps to secure the observance of Clause 15.1 by all our Staff and servants, employees, or agents and all suppliers and Staff employed in the execution of the Contract.

16. THE CONTRACTS (RIGHTS OF THIRD PARTYS) ACT 1999

16.1 A person who is not a Party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act and does not apply to the Crown.

17. DATA PROTECTION

17.1 This Contract is subject to our Privacy Notice.

18. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

18.1 No Party shall make any press announcements or publicise the Contract in any way without the other Party’s prior approval and shall take reasonable steps to ensure that their employees comply with this Clause 18.1.

18.2 The Parties shall be entitled to publicise the Contract in accordance with any legal obligation upon the relevant Party.

19. RECORDS

19.1 Amazon shall keep and maintain until twelve (12) months after the date of termination or expiry (whichever is the earlier) of the Contract (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of the Contract including, the Goods supplied under it,

the Contracts entered into with YPO and each individual customer and the amounts paid by each Customer.

19.2 Amazon shall keep the records and accounts referred to in Clause 19.1 above in accordance with good accountancy practice.

20. LIMITATIONS OF LIABILITY

20.1 Subject to Clause 20.2, under no circumstances will any Party be liable for any consequential, incidental, special, exemplary or punitive damages, including but not limited to any lost profits that result from your purchase of any Goods on Amazon.co.uk, even if Amazon has been advised of the possibility of such damages. Each Party's liability in all events is limited to the purchase price paid for the Goods that gives rise to any liability.

20.2 Nothing in this Contract shall limit any Party's liability for:

- (a) death or injury resulting from negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) anything for which Amazon cannot legally limit or exclude or attempt to limit or exclude its liability.

21. ENTIRE AGREEMENT

21.1 Subject to the provisions of the Framework Agreement relating to Call-Off Contracts, the terms and conditions in this Contract, the Conditions of Use, and any applicable terms, conditions, policies, requirements or limitations contained on the Amazon.co.uk website constitute the exclusive and complete agreement between Amazon and you. Amazon will not be bound by, and specifically rejects, any term, condition, obligation, or other provision which is different from or in addition to the provisions of this Contract or which may be in any order, receipt, acceptance, confirmation, correspondence or other document.

21.2 Any purchase order (PO) number or other internal information particular to your organisation that is provided by a user during the purchasing process is provided only for your internal purchase tracking. Amazon doesn't agree to terms, conditions, obligations, or provisions that are different from or added to this Contract and the policies and information on the Amazon.co.uk website.

22. AGREEMENT CHANGES

22.1 Amazon may change its website terms, conditions, policies, help pages, content or features, or any part thereof, at any time if and insofar as such changes are required for any of the following reasons: for legal or regulatory reasons; for security reasons; to enhance existing features or add additional features to Amazon Business; to reflect advancements in technology; to make reasonable technical adjustments to Amazon Business; and to ensure the ongoing operability of Amazon Business. Your continued use of Amazon Business after Supplier changes these terms will constitute its acceptance of any of the aforementioned changes.

23. TERM; TERMINATION BY US

23.1 The term of this Contract will begin on the date you click to accept it and will continue until you or

we terminate it or on the date on which the Framework Agreement terminates, whichever is earlier. We may terminate a Contract and access to your Business Account, business user account or use of any business features at our discretion with or without notice, including upon termination or expiry of the Framework Agreement. You are entitled to terminate the Contract by giving us notice in accordance with Clause 24 (Termination by You) and closing your account. Upon termination, all rights and obligations under this Contract will automatically terminate except for any right of action occurring prior to termination, payment obligations, and obligations that are intended to survive termination, including, without limitation, Sections 4 – 18 of this Contract.

24. TERMINATION BY YOU

24.1 You may terminate the Contract by giving written notice to us with immediate effect if the Framework Agreement is terminated for any reason whatsoever.

24.2 You shall have the right to terminate the Contract at any time by giving thirty (30) days' written notice to us.

24.3 Where you terminate the Contract under Clause 24.2, you shall indemnify us against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss to us by reason of the termination of the Contract, provided that we take all reasonable steps to mitigate such loss. Where we hold insurance, we shall reduce our unavoidable costs by any insurance sums available. We shall submit a fully itemised and valued list of such loss, with supporting evidence, of losses reasonably and actually incurred by us as a result of termination under Clause 24.2.

25. FORCE MAJEURE

25.1 We will not be liable for any delays in delivery or failure to perform any of our obligations under this Contract by reasons, events or other matters beyond our reasonable control. This clause does not affect your right to have the Goods sent to you within a reasonable time. If the delay occurs before the Goods are dispatched, we will not charge you for the Goods until they are dispatched and you may cancel your order at any time prior to dispatch.

26. OFFICIAL SECRETS ACTS 1911 TO 1989, SECTION 182 OF THE FINANCE ACT 1989

26.1 Amazon shall comply with and shall ensure that its Staff comply with, the provisions of:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) Section 182 of the Finance Act 1989

26.2 In the event that Amazon or its Staff fail to comply with this Clause 26, the Customer reserves the right to terminate the Contract by giving notice in writing to Amazon.

27. CONFIDENTIALITY; PUBLICITY

27.1 You will:

- (a) protect and not disclose information made available by us that is identified as confidential or that reasonably should be considered confidential;
- (b) use this information only for internal purposes and in connection with your use of Business Accounts;

and

(c) destroy or return all such information to us promptly when the Contract terminates (and, upon request, confirm such destruction in writing). This section covers all confidential information regardless of when you receive it. Unless you have received our express written permission, you will not otherwise use any trademark, service mark, commercial symbol or other proprietary right of ours, issue press releases or other publicity relating to us or these Terms, or refer to us in promotional materials. If authorised, you may only use Amazon trademarks in accordance with the Trademark Guidelines.

27.2 Except to the extent set out in this Clause 24 or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:

- (a) treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
- (b) not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

27.3 Clause 27.2 shall not apply to the extent that:

- (a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR pursuant to Clause 14 (Freedom of Information and Environmental Information Regulations);
- (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- (c) such information was obtained from a third party without obligation of confidentiality;
- (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
- (e) it is independently developed without access to the other party's Confidential Information.

27.4 Amazon may only disclose the Customer's Confidential Information to its Staff and third party suppliers who are directly involved in the provision of the Goods and who need to know the information, and shall ensure that such Staff and third-party suppliers are aware of and shall comply with these obligations as to confidentiality.

27.5 For the purposes of facilitating the effective management of the framework agreement, the Supplier may share certain management information with YPO, including but not limited to details of any Orders made by the Customer.

27.6 Amazon shall not, and shall procure that its Staff do not, use any of the Customers Confidential Information received otherwise than for the purposes of this Contract.

27.7 Nothing in this Contract shall prevent the Customer from disclosing Amazon's Confidential Information:

- (a) to comply with any legally enforceable order;
- (b) for the purpose of the examination and certification of the Customer's accounts; or
- (c) for any examination pursuant to Section 6(1) of the National Audit Act 1983 or the Audit Commission

Act 1998 or any relevant Law making similar provision with regard to the Customer of the economy, efficiency and effectiveness with which the Customer has used its resources.

27.8 The Customer shall ensure that any government department, employee, third party or sub-contractor to whom Amazon's Confidential Information is disclosed pursuant to Clause 27.7 are aware of and shall comply with the Customer's obligations of confidentiality in this Contract.

27.9 Nothing in this Clause 27 shall prevent any Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of Intellectual Property Rights.

27.10 Amazon shall not without the prior written consent of the Customer divulge the existence of the Contract or any order or disclose any information relating to or contained in the Contract to any person who is not engaged in the performance of the Contract.

27.11 In the event that any Party fails to comply with this Clause 27 the other Party reserves the right to terminate the Contract by notice in writing with immediate effect.

27.12 The provisions of this Clause 27 shall apply notwithstanding termination of the Contract.

28. SUGGESTIONS

28.1 If you elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to Business Accounts (including any related technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner.

29. MISCELLANEOUS

29.1 The Parties to this Contract are independent contractors. This Contract does not create any third party beneficiary rights in any individual or entity that is not a party to this Contract.

29.2 You may not assign this Contract, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Contract will be binding on, inure to, and be enforceable against the parties and their respective successors and permitted assigns.

29.3 We may perform any of our obligations or exercise any of our rights under this Contract through one or more of our affiliates or using third party suppliers.

29.4 Our failure to enforce your strict performance of any provisions of this Contract will not constitute a waiver of our right to enforce such provisions or any other provision of this Contract subsequently.

29.5 If any provision of this Contract is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Contract and will not affect the validity and enforceability of any remaining provisions.

29.6 This Contract is governed by and construed in accordance with the laws of England, and the application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. We both agree to submit to the exclusive jurisdiction of the courts of England.

30. AMENDMENTS TO THE CONDITIONS OF USE

30.1 The following provisions of the Conditions of Use apply exclusively to the use of Amazon Services for Consumer Purposes and therefore are not applicable to your use of Amazon Business as a business customer:

- (a) The restriction on quantity referred to in the last paragraph of Section 1 ("Our Contract") of the Conditions of Sale; and
- (b) The statutory right of cancellation referred to under the headings "Statutory Right", "Effects of Cancellation" and "Exceptions to the Right of Cancellation" in Section 2 ("Right of Cancellation up to 14 Days, Exceptions to Cancellation and our Voluntary Returns Guarantee") of the Conditions of Sale.

Amazon Europe Core S.à r.l.,

By: _____, its _____

Print Name: _____

Date Signed: _____

Courier: 38, avenue J.F. Kennedy, L-1855 Luxembourg

Mail: 38, avenue J.F. Kennedy, L-1855 Luxembourg

Attention: General Counsel

The Secretary of State for Justice

By: _____, its _____

Print Name: _____

Date Signed: _____

Mail: _____

Email: _____ Attention: _____