

SCHEDULE 4

CALL-OFF TERMS AND CONDITIONS

(FOR USE BETWEEN THE CONTRACTING AUTHORITY AND AMAZON)

1. INTERPRETATION

1.1 Definitions

“Acceptable Use Policy”	means the Amazon Business Acceptable Use Policy in force at the date of the Contract and as amended from time to time throughout the duration of the Contract
“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 Use”	means the terms and conditions of use for the Digital Marketplace available on the Amazon.co.uk website
"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
"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 Amazon 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 it in Clause 2.1
"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 3.2
"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 of 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"	means any laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Goods or with which the Parties must comply
"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 Clause 3.2
"Organisation"	means the Contracting Authority that intends to purchase Goods subject to a Call-Off Contract
"Pay by Invoice"	has the meaning given to it in Clause 8.2
"Party" or "Parties"	has the meaning given to it in Clause 1.2
"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: <ul style="list-style-type: none"> (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 Contract;
- (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 EIR 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

"Supplier" means Amazon or the Original Third Party Seller (as applicable)

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

- 1.2 This Contract governs your access to, use of, and transactions made through Amazon Business on the Digital Marketplace. 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**"). "**Amazon Business**" enables registered business customers to purchase Goods and services for business purposes and to access and use a set of features, services, software, and applications specifically intended for business customers. We may make available to you, through Amazon Business, certain services or Goods that are subject to additional terms and conditions, and if you use such services or purchase such Goods, those terms and conditions (the "**Feature Terms**") will also apply to you. Finally, certain policies accessible through

Amazon Business apply to your and your users' use of and access to Amazon Business. These "**Policies**" 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. 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.

2. ELIGIBILITY AND ACCOUNT SECURITY

- 2.1 By creating a Business Account, you represent that (i) the individual acting on behalf of the Customer has the authority to bind the Customer, (ii) the Customer has all requisite right, power, and authority to enter into, perform its obligations under, and grant the rights and authorizations in the Contract, and (iii) the Customer is an Eligible Entity. "**Eligible Entities**" include all types of businesses (for example, corporations, partnerships, sole proprietorships, and cooperatives), all types of governmental entities (central, local, and quasi-governmental entities, public institutions such as a public schools and hospitals), and all types of non-profit organisations; and (iv) 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 (a) 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, (b) 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 (c) 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. Individual consumers should use Amazon.co.uk. Upon completion of your registration, a "**Business Account**" will be created for your Organisation. You may authorize others to create a "**User Account**" associated with your Business Account. You are responsible for all activities that occur under your Business Account and any associated User Accounts, and must ensure your Users comply with the Acceptable Use Policy and this Contract. You are responsible for maintaining the security of the passwords associated with your Business Account and User Accounts; if you believe an unauthorised person has access to your password, Business Account, or an associated User Account, you must contact us immediately and change any compromised passwords.

3. CONDITIONS OF SALE

- 3.1 The terms set forth in this Clause 3 (the "**Conditions of Sale**") govern the sale of Goods to you by Amazon EU S.à r.l. or Amazon Business EU S.à r.l. Goods sold by Amazon Business EU S.à r.l. may be sourced from a third party seller (the "**Original Third Party Seller**"); when this is the case, this is stated on the Goods detail page. We provide website features and other Goods and services to you when you visit or shop at the website, use Amazon devices, Goods, or services, use Amazon applications for mobile, or use software provided by Amazon in connection with any of the foregoing (collectively "**Amazon Services**"). If these Conditions of Sale are inconsistent with the Feature Terms, those Feature Terms shall prevail. By placing an order with Amazon, you signify your agreement to be bound by these Conditions of Sale.
- 3.2 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 (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. We only accept your offer, and conclude the contract of sale for Goods ordered by you, when the Goods are dispatched to you by Amazon or the Original Third Party Seller and we confirm this to you with an e-mail (the "**Dispatch Confirmation E-mail**"). 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 Good(s) specified in that Dispatch Confirmation E-mail. Your contract is with Amazon EU S.à r.l. or with Amazon Business EU S.à r.l., as the case may be.

- 3.3 You can cancel your order for Goods at no cost at 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 and services, 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. You consent to receive sales invoices electronically.
- 3.4 Your orders may be fulfilled by Amazon or on our behalf by the Original Third Party Seller. Your purchases are subject to Amazon Business returns policies. For further information about our Amazon Business Returns Policies please refer to our help pages. Unless you are participating in the Pay by Invoice service, payment for all purchases made through your Business Account is due upon shipment or on the date indicated on the checkout page, or, for digital Goods, when we make the digital Goods available to you. For returns, Amazon does not take title to returned items until the item arrives at our fulfillment center or, in case of a return to the Original Third Party Seller, upon delivery to the appointed carrier. Under Amazon's voluntary returns guarantee all Goods can be returned within 30 days of receipt to either Amazon or to the Original Third Party Seller (as the case may be) if the Goods are complete and are in an unused and undamaged condition. For shrink-wrapped and/or sealed data media (for example CDs, 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 in accordance with the Amazon Business Returns Policies. 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). 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. At our discretion, a refund may be issued without requiring a return. In this situation, Amazon does not take title to the refunded item. To purchase through Amazon Business, you will need at least one valid payment method associated with your Business Account; if there is a problem charging your selected payment method for any purchase, we may charge any other valid payment method associated with your Business Account. If we send any User any replacement Goods for Goods they originally ordered using an individual payment method (such as a personal credit card) and the original Goods ordered are not returned within 30 days of the replacement request, you acknowledge and consent that we may charge any eligible payment method on record for the relevant User Account for the replacement Goods. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Contract.
- 3.5 We list availability information for Goods sold by us on the website including on each Goods information page. Beyond what we say on that page or otherwise on the website, we cannot be more specific about availability. When we source your Goods from an Original Third Party Seller and they are not fulfilled by Amazon, availability and delivery information is provided to us by that Original Third Party Seller and Amazon is not responsible for this information. 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. 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. 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.
- 3.6 Goods made available through Amazon Business may be designed for, and only be appropriate for, specialized uses; accordingly, you may only use them as intended by, and in compliance

with, all instructions provided by the manufacturer. Unless expressly indicated otherwise, Amazon is not the manufacturer of the Goods sold on the Digital Marketplace. While we work to ensure that the Goods information on Digital Marketplace is correct, actual Goods 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.

- 3.7 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 3 (Conditions of Sale).
- 3.8 When ordering Goods from Amazon for delivery outside of mainland UK, you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you; we have no control over these charges. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when ordering from Amazon, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the Goods. Your privacy is important to us and we would like our international customers to be aware that cross-border deliveries are subject to opening and inspection by customs authorities. For more information please refer to our help pages. Where goods are Fulfilled By Amazon, and with the exception of any controlled goods, all goods will be supplied to you in free circulation (i.e. free of any customs duties or import VAT liability).
- 3.9 1-Click ordering is the fastest and easiest way to order Goods safely and securely from Amazon. If you are using a public or shared computer terminal, we strongly recommend that you deactivate 1-Click ordering when you are not at the computer.

4. CUSTOMER INFORMATION AND PRIVACY

- 4.1 We require you to provide information about you and your Users to access and use Amazon Business, and you may need to provide supplemental information to use or purchase some Amazon Business Goods or services. You will ensure that all information that you provide to us is at all times accurate and complete. We may share information you provide (for example, your Organisation's name, addresses, VAT Number) with others in your Organisation and third parties to confirm the accuracy of such information and your eligibility to use Amazon Business or certain services (for example, to confirm you hold a valid license, certification, or credential where required). To enable us to improve our services, including by making available additional Goods selection or business pricing, we may share specific order information about the Goods or services you purchase through your Business Account with the suppliers (including suppliers who sell Goods to Amazon directly and other business entities who are in the supply chain before such suppliers) who provide such Goods or services. For example, for certain transactions, Amazon Business may share your Organisation's name or credentials, shipping address, shipment date, ASIN/SKU, quantity or other relevant information.
- 4.2 Except as disclosed in this Contract, our use of your information is governed by the terms of the Privacy Notice. Please review our Privacy Notice to understand our practices with respect to your information. Upon request from your Organisation to merge business accounts related to the same Organisation, we may share User Account information associated with your Business Account with your Organisation. We may also take this action for fraud and abuse prevention, security reasons, or to ensure the ongoing operability of Amazon Business.

5. THIRD-PARTY OFFERINGS

- 5.1 Parties other than Amazon operate stores, provide services or software, or sell product lines through Amazon Business. In addition, we provide links to the sites of affiliated companies and certain other businesses. If you purchase any of the Goods or services offered by these businesses or individuals, you are purchasing directly from those third parties, not from Amazon. Accordingly, the contract formed at the completion of a sale for these third party Goods

is solely between you and these third parties. We are not responsible for examining or evaluating, and we do not warrant, the offerings of any of these businesses or individuals (including the content of their sites). Amazon does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties nor is it the seller's agent. The seller is responsible for the sale of the Goods and for dealing with any buyer claims or any other issue arising out of or in connection with the contract between the you and seller. You should carefully review their privacy statements and other conditions of sale and use. Because Amazon wants you to have a safer buying experience, Amazon provides the Amazon A-to-Z guarantee in addition to any contractual or other rights. For conditions relating to the sale by third parties to you on Amazon.co.uk, see the [Amazon Services Business Solutions Agreement on our website](#).

6. COPYRIGHTS, TRADEMARKS AND PATENTS

- 6.1 Use of Amazon Business does not give you the right to frame, use or reproduce any of our copyrighted material, trademarks, service marks, or other proprietary rights or material, or to use any of our patents, except as expressly permitted in writing by Amazon. If authorised, you may only use Amazon trademarks in accordance with the Trademark Guidelines. Please see the [Amazon Business Help Pages](#) for further detail on Amazon owned or licensed copyrights, trademarks and patents, as well as how to address concerns about the use of your intellectual property rights by third parties.

7. LICENSE AND SOFTWARE

- 7.1 The following Amazon Software Terms and License apply to your access and use of Amazon Business and all features and software (including any updates or upgrades to the software) and any related documentation we make available to you in connection with Amazon Business (the "**Amazon Software**"). Subject to your compliance with the 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 and Amazon Software. You may not use data mining, robots, or similar data gathering and extraction tools in connection with Amazon Business, nor may you download or copy Amazon Business information, including any collection of Goods listings, descriptions, reviews, or prices without our consent or for the benefit of another merchant. The following terms apply to your use of Amazon Software.
- 7.2 You may use Amazon Software solely for purposes of enabling you to use Amazon Business, as permitted by the Contract. You may not incorporate any portion of the Amazon Software into other programs or compile any portion of it in combination with other programs, or otherwise reproduce, duplicate, copy (except to exercise rights granted in this section), modify, exploit, create derivative works of, distribute, sell, resell, assign any rights to, or license the Amazon Software in whole or in part (including any features of Amazon Business). All software used in Amazon Business is the property of Amazon or its software suppliers and is protected by Luxembourg and international copyright Laws. You may not make any derivative use of Amazon Business without the express written consent of Amazon.
- 7.3 When you use the Amazon Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile software provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.
- 7.4 You may not reverse engineer, decompile or disassemble, tamper with, or bypass any security associated with the Amazon Software, whether in whole or in part.
- 7.5 We may offer automatic or manual updates to the Amazon Software at any time and without notice to you.
- 7.6 All rights not expressly granted to you in the Contract are reserved and retained by Amazon or its licensors, suppliers, publishers, rightsholders, or other content providers. The licenses granted by Amazon terminate if you do not comply with the Contract.

- 7.7 In the event of any conflict between the Contract and any other Amazon or third-party terms applicable to any portion of Amazon Software, such as open-source license terms or specific Goods feature restrictions that are conveyed to you in the feature experience, such other terms will control as to that portion of the Amazon Software and to the extent of the conflict.

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.** Eligible Amazon Business customers can shop on Amazon using invoicing with payments due at the end of the term ("**Pay by Invoice**"). Payment terms are approved in our sole discretion and subject to this Contract.

- (a) **Eligibility.** Amazon will perform credit checks on your business, including by using third parties, as part of determining your initial and ongoing eligibility for the Pay by Invoice payment method. 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 authorize us to request and obtain such information from government authorities or from any public domain, as permitted by law. 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 that it remains accurate and complete at all times.
- (b) **Credit limits.** Amazon may, in its sole discretion, apply a credit limit to your use of Pay by Invoice. Your credit limit may be increased, reduced, suspended, or revoked by Amazon at any time and for any reason. If Amazon authorizes you to allocate your approved credit limit among related entities and/or designated divisions or groups ("**PBI Subaccounts**"), you remain liable for the payment obligations of such PBI Subaccounts.
- (c) **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 agreed to by Amazon. If you (i) fail to make payment when due; (ii) fail to comply with this Clause 8.2; (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 and without prejudice to any other legal remedies that may be available to us (a) suspend or cancel orders; (b) suspend or revoke your credit; (c) offset any amounts that are otherwise payable by us to you; (d) demand immediate payment of all other outstanding invoices; and/or (e) 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. The Goods are to be returned via our Returns Support

Centre. The following Goods cannot be returned under the Voluntary Returns Policy (unless defective):

- (i) Goods which are not suitable for return due to health protection or hygienic reasons if unsealed by you after delivery, or which are, after delivery, inseparably mixed with other items;
 - (ii) Sealed audio or video recordings or of sealed software if unsealed by you after delivery;
 - (iii) Goods made to your specifications or clearly personalized, especially personalized Amazon Handmade items;
 - (iv) Goods which may deteriorate or expire rapidly;
 - (v) A service, if the supplier has fully performed it and you accepted when you placed your order that the supplier could start to deliver it, and that you could not cancel it once delivery had started;
 - (vi) Digital content (including apps, digital software, ebooks, MP3, etc) which is not supplied on a tangible medium (e.g. on a CD or DVD) if you accepted when you placed your order that the supplier could start to deliver it, and that you could not cancel it once delivery had started;
 - (vii) Newspapers, journals or magazines with the exception of subscription contracts;
 - (viii) Alcoholic beverages whose actual value is dependent on fluctuations in the market which the supplier cannot control; 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) With respect to items sold by Amazon, we cannot confirm the price of an item until you place your order. Despite our best efforts, a small number of the items in our catalog may be mispriced. If the correct price of an item sold by Amazon is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation. Other merchants that sell Goods through Amazon Business may follow different policies in the event of a mispriced item.
- (c) For the avoidance of doubt, the agreed final price of the Goods shall be confirmed in the Dispatch Confirmation E-mail.

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 Goods 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, Amazon permits returns for all Goods in accordance with its returns policy.
- (d) Amazon will, upon request, provide or pass through to the Customer any warranties provided by the manufacturer of the Goods sold by the Original Third Party Supplier, and will cooperate with the Customer's reasonable requests for assistance in requesting and seeking recourse under any such manufacturer warranties.

10. OWNERSHIP AND RISK

- 10.1 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.

11. DISCLAIMER

- 11.1 Unless otherwise specified in writing, any information, content, materials, Goods (including software) or services made available to you by Amazon are on an "as is" and "as available" basis, and Amazon makes no representations or warranties of any kind, express or implied, as to such information, content, materials, Goods (including software) or services. To the fullest extent permitted by law, and unless otherwise specified in writing, Amazon disclaims all warranties, express or implied, as to the Goods it sells and the services and information it provides, including any implied warranties of merchantability and fitness for a particular purpose or non-infringement of intellectual property rights.

12. INDEMNIFICATION

- 12.1 You will defend, indemnify, and hold harmless Amazon and its affiliates, and their respective directors, officers, employees, representatives, contractors, and agents, from and against any loss, damage, judgment, settlement, expense, interest, and any other liability (including reasonable attorneys' fees and costs) related to or arising out of any third party allegation, claim, lawsuit, or proceeding (a "Claim") to the extent such Claim is based on: (a) any breach of the Contract, (b) any unlawful, improper or negligent use by anyone of any Goods sold or service provided to you under the Contract, (c) any dispute between you and your Users, or (d) your gross negligence or willful misconduct. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

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 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 the Customer 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 and, where appropriate and on receiving reasonable prior notice, allow you to audit such books, records and other relevant documentation as is reasonably necessary to investigate any breach of Clause 13.1. Our 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 one of our senior officers; or
 - (b) a member of Staff who is not acting independently of 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 our Staff (as applicable) ought reasonably to have had knowledge.
- 13.8 Any notice of termination by you under Clause 13.7 must specify:
- (i) the nature of the Prohibited Act; and

- (ii) the identity of the person whom you believe has committed the Prohibited Act; and
 - (iii) the date on which the Contract will terminate.
- 13.9 In the event of any breach of this Clause 13 you are entitled to recover from us the value of any gift, consideration or commission.
- 13.10 Termination under Clause 13.7 will:
 - (i) be without prejudice to any right or remedy which has already accrued or subsequently accrues to you under this Contract;
 - (ii) prohibit us from claiming any damages for early termination;
 - (iii) allow you to recover from us the amount of any loss suffered by you resulting from the termination; and
 - (iv) entitle you to be indemnified by us for any additional costs, losses, damages or expenses incurred in re-procuring and obtaining the Goods and/or Services 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 with your Information disclosure obligations.
- 14.2 We shall and shall procure that our Staff shall:
 - (a) use reasonable endeavours to transfer to you all Requests for Information that we receive as soon as practicable and 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 commercially sensitive information and/or any other 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 we 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 the supplier of the Goods and/or Services:

- (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 We may, at any time in our discretion, change the website terms, conditions, policies, help pages, content or features, or any part thereof by posting such a change on Amazon Business or by notifying your account administrators and those changes will be effective 7 calendar days from the date of such posting or notification. We reserve the right to make these changes with immediate effect if and insofar as such changes are required for any of the following reasons: for (a) legal or regulatory reasons, fraud and abuse prevention or for security reasons; (b) to enhance or change existing features or add additional features to Amazon Business (where this does not materially adversely affect your use of Amazon Business); to reflect advancements in technology; to make reasonable technical adjustments to Amazon Business; and to ensure the ongoing operability of Amazon Business or (c) to restrict Goods or activities that we deem unsafe, inappropriate, or offensive. Your continued use of Amazon Business after we change the Contract constitutes your acceptance of the changes. If you do not agree to any changes, you may cancel your business account or refrain from using the Amazon Business services implicated by such changes.

23. 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 by providing notice to your administrators or upon termination or expiry of the Framework Agreement. We reserve the right, in our sole discretion, and with or without notice unless required by applicable law, to refuse service; remove or edit content; modify, suspend or discontinue the availability of any features, Goods, or services; terminate your right to use some or all of the Amazon Business services; and/or cancel orders. Amazon may choose to charge, modify, or stop charging a fee for any service in its sole discretion. 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 AND PUBLICITY

27.1 In connection with your use of Amazon Business, we may share Confidential Information with you. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You may use Confidential Information only in connection with your use of Amazon Business. You will not disclose Confidential Information during the term of this Contract or at any time during the 5-year period following the termination of the Contract, unless required by law. This applies to all Confidential Information in your possession, regardless of when or where you receive it.

27.2 Clause 27.1 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.
- 27.3 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.
- 27.4 For the purposes of facilitating the effective management of the framework agreement, Amazon may share certain management information with YPO, including but not limited to details of any Orders made by the Customer.
- 27.5 Amazon shall not, and shall procure that its Staff do not, use any of the Customer's Confidential Information received otherwise than for the purposes of this Contract.
- 27.6 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.
- 27.7 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 27.6 are aware of and shall comply with the Customer's obligations of confidentiality in this Contract.
- 27.8 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.
- 27.9 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.
- 27.10 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.
- 27.11 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 If you make any suggestions about Amazon Business or the features (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.
- 29.2 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.
- 29.3 Except in connection with a reorganisation, merger, sale, or transfer of substantially all of your assets (in which cases you must promptly provide written notice following assignment), you may not assign the Contract without our prior written consent. Subject to that restriction, the Contract will be binding on, inure to, and be enforceable against the parties and their respective successors and permitted assigns.
- 29.4 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.
- 29.5 The word "including" will be interpreted without limitation when used in this Contract.
- 29.6 You consent to receive communications from us electronically, including through e-mails, text messages, in-app push notices, notices and messages posted on Amazon Business or in your Message Center and other communications made available to you on a desktop or mobile device. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You may retain copies of all of these communications for your records. We may also send you notices at the address provided when registering your Business Account, which you agree is a proper and valid address for any legal or contractual purpose.
- 29.7 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.
- 29.8 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.
- 29.9 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.