



Ricoh UK Products Limited
Priorslee, Telford, Shropshire, TF2 9NS
Registration Number: 1763860

GENERAL TERMS AND CONDITIONS FOR PURCHASE GOODS AND/OR SERVICES

All purchase orders placed by Ricoh UK Products Limited ("Ricoh") for the purchase of goods and/or services are subjected to the following conditions of purchase to the exclusion of all other conditions contained or referred to in the Supplier's quotation, tender, acceptance or invoice unless otherwise specifically agreed by Ricoh in writing.

1. Purchase Orders

- a) Save as set out in sub-clause 1. b) below, Ricoh (or its agents) will not be liable for any purchase orders unless given or confirmed on Ricoh's official printed purchase order forms duly signed by an authorised official of Ricoh. Any variation, waiver or addition to these conditions of purchase or the terms of any purchase order shall not be binding unless it is made in writing by means of an amendment with an express reference to the clause of the conditions of purchase or purchase order.
- b) Purchase orders that are paid using company purchase cards will not necessarily result in an official printed purchase order but will subject to these terms and conditions.
- c) Any purchase order for goods / services made by Ricoh with the Supplier shall automatically incorporate the present conditions of purchase, whether or not an express reference to these conditions was included in the purchase order.
- d) Acceptance of this purchase order implies full acceptance of the conditions and terms hereof by both parties and overrules any oral communications or understanding or differing conditions which may be contained in or appear on the Supplier's acknowledgement forms or similar documents at the time of the purchase of the order or in the future. The Supplier is advised to sign and return the acknowledgement copy of the purchase order to Ricoh, no other form of acknowledgement is required.
- e) Any purchase order not expressly rejected within five (5) days from the date of submission by Ricoh will be deemed accepted by Supplier.
- f) Any standard terms and conditions of the Supplier are hereby deemed not applicable to any purchase orders for goods / services placed by Ricoh with the Supplier. If Supplier's terms and conditions are contained in any purchase order confirmation or invoice from the Supplier they shall be deemed automatically null and void notwithstanding any failure of Ricoh to object to, strike out or otherwise indicate its non-acceptance of such standard terms and conditions.

2. Quantities

The quantity of goods supplied must be equal to the exact amounts indicated on the purchase order or any subsequent delivery schedule unless otherwise agreed in writing by Ricoh in accordance with Clause 1. Quantities supplied in excess of those indicated on the purchase order may be returned to the Supplier by Ricoh at the expense of the Supplier and Ricoh shall accept no responsibility for any such goods.

3. Date of Delivery or performance

- a) Any date of delivery or performance stated on the purchase order shall be of the essence of the contract and if the Supplier fails to deliver goods in sufficient quantity specified within the stated time, or on the stated date, Ricoh shall have the right to cancel such purchase order and/or obtain the goods from elsewhere. Any extra costs whatsoever incurred by Ricoh shall be borne by the Supplier irrespective of whether Ricoh cancels the purchase order or otherwise.
- b) Any failure by Ricoh to exercise this option with respect to any instalment of goods supplied under a purchase order shall not be deemed to constitute a waiver with respect to any subsequent instalments of the goods to be supplied under that purchase order.
- c) It shall be the responsibility of the Supplier to advise Ricoh of any production difficulties or any other circumstances which may result in delivery of the goods being delayed.
- d) In the event that the Supplier repeatedly fails to meet the delivery lead time, the Supplier shall present Ricoh with an action plan detailing how the Supplier intends to improve its performance.
- e) When deemed advisable by Ricoh the purchase order shall be subject to physical expediting by Ricoh's representative who shall be granted free access at reasonable times to any and/or all parts of the Supplier's or Supplier's subcontractors' premises.

4. Documents

- a) The Supplier shall send to Ricoh an advice note with the goods which are despatched either securely fastened to the goods or enclosed in any packing cases. All packaging, advice notes and invoices must show Ricoh's purchase order number and the code number of each item and specify the means of transport weight, number of volume, the point and date of despatch and any other information called for in the purchase order.
- b) Invoices submitted without the full references required under Sub-Clause (a) above will be returned to the Supplier for identification and purchase orders will not be considered to have been fully performed and payment will be withheld until the correct documents referred to in this clause have been received by Ricoh.

5. Packing, Marking and Dispatch of Goods

- a) All goods shall be properly packed, marked, sealed, and despatched at the Suppliers expense in accordance with the requirements set out in the purchase order.
- b) Ricoh consent will be accepted as final and conclusive in relation to all deliveries not accompanied by an itemised packing list.
- c) All goods shall be delivered to a duly authorised officer of Ricoh and shall not be deemed to be delivered unless signed for by such duly authorised officer.
- d) In line with HMRC Authorised Economic Operator Security and Safety (AEOS) requirements, the security of the goods should be maintained throughout the Supply Chain.

6. Hazardous Goods

- a) Hazardous goods must be marked by Supplier with international danger symbol(s) and display the name of the material in English. Transport and other documents must include declaration of the potential hazard and the name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. Supplier shall observe the requirements of any applicable laws including UK and international legislation relating to the packing, labeling and carriage of hazardous goods.

7. Substances Disclosure

- a) The Supplier must ensure that all itemised substances as described in the 'Ricoh Green Procurement Standards' are not above the permitted thresholds in the manufacture of any supplied item and an attestation must be signed to agree compliance.
- b) The Supplier must notify in writing any changes in the manufacture of the item will comply with Ricoh's requirements.
- c) The Supplier will be held responsible for all costs and losses to Ricoh for any breach of this clause.

8. Damage or Loss in Transit

The Supplier will replace or repair free of charge, as Ricoh so elects, goods damaged or lost in transit and, in the case of damage, delivery shall not be deemed to have taken place until replacement or repaired goods have been delivered and signed for.

9. Passing of Property and Risk

Property and risk in the goods supplied shall pass to Ricoh on delivery without prejudice to any right of rejection which may accrue to Ricoh under these conditions and upon rejection, property and risk shall pass back to the Supplier on notice of such rejection being given to the Supplier by Ricoh.

10. Prices

- a) The price to be paid by Ricoh for goods purchased on the purchase order shall be deemed to be accepted by the Supplier unless otherwise notified in writing by the Supplier to Ricoh within fourteen (14) days of the date hereof, or before the start of delivery if earlier. If the price is not stated in the purchase order, the purchase order will not be binding on Ricoh until Ricoh has approved the price in writing.
- b) No revision of the price or other changes to the purchase orders will be accepted by Ricoh without prior written agreement from Ricoh Purchasing Department.
- c) Prices will be inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery, commissioning or performance of deliverables to or at the delivery address, and of any duties or levies other than VAT, unless otherwise agreed with the Ricoh Purchasing Department.

11. Terms of Payment

- a) Payment shall be made at the end of the month following the month of invoice unless another term of payment is agreed in the purchase order, i.e. stage payment, purchase card etc.
- b) Without prejudice to any other right or remedy, Ricoh reserves the right to off-set any claim against the Supplier against Ricoh and suspend payment in the event Ricoh discovers defects in the goods otherwise for alleged non-performance by the Supplier within three (3) months from final payment or six (6) months from the date of delivery whichever is sooner.

12. Cancellation

- a) A purchase order may be cancelled or terminated by Ricoh if the agreed delivery date cannot be met or for convenience until the goods are despatched by written notice to the Supplier.
- b) Immediately upon receipt of any such notice of cancellation or termination the Supplier will:
 - i. Cease work under the relevant purchase order.
 - ii. Deliver to Ricoh all completed work which conforms to the quality requirements of such purchase order and does not exceed, in quantity, the amount authorised by Ricoh.
 - iii. At Ricoh's request, deliver work in progress (but not in excess of amounts authorised by Ricoh) and materials produced or acquired in the course of performance of work terminated which are of a type and quality suitable for producing supplies which conform to the requirement of the relevant purchase order.
 - iv. Return to Ricoh all goods or articles belonging to it and in possession of the Supplier for purposes of the agreement.
- c) Ricoh shall pay for all goods delivered pursuant to paragraph (b) (ii) above at the agreed price and shall pay for work in progress delivered pursuant to paragraph (b) (iii) above at such rate as may be reasonable but Ricoh shall have no further liability to the Supplier as a result of such cancellation or termination.

13. Quality and Defects

- a) The goods shall be of the best available design, of the best quality, material and workmanship, be without fault and conform in all respects with the purchase order or agreement specification and/or patterns, quality and reliability specifications supplied or advised by Ricoh to the Supplier. The goods shall be fit for the purpose for which they are intended by Ricoh, if and in so far as the Supplier was or could reasonably have been aware of such particular purpose.
- b) Ricoh and the Supplier shall agree upon inspection and testing methods, which shall be signed by Ricoh and Supplier, and shall be deemed and considered part of the agreement and these general purchase conditions. Ricoh, or Supplier if instructed by Ricoh to do so, may perform inspection and testing on each shipment of goods received hereunder in accordance with the agreed upon inspection and shipment methods. In any event, Ricoh shall have a period of sixty (60) working days after delivery and/or installation to inspect the goods for visible defects.
- c) If the goods fail, in the judgment of Ricoh, to conform to the applicable quality and reliability specifications, or otherwise fail the inspection and testing standards, Ricoh shall have the right to return such goods to the Supplier for repair, rework or replacement at Supplier's expenses and risks.
- d) Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the agreement and these general purchase conditions.
- e) If any of the goods fail to comply with the provisions set out in this Clause 13 Ricoh shall be entitled to avail itself of any one or more remedies listed in Clause 16.

14. Inspections and Tests

- a) All goods supplied under the purchase order shall be subject to inspections and tests by Ricoh and/or any third party inspection authorities who shall have the right to reject at the Supplier's expense and risk such goods that have been deemed defective in materials, workmanship or otherwise fail to meet the requirements of the purchase order.
- b) Ricoh and/or any third party inspection authorities may inspect and test goods during their manufacture, processing and storage and shall be entitled to give notice to the Supplier that the goods do not comply with the purchase order. Where the goods are deemed not to comply with the purchase order the Supplier shall take such steps as may be necessary to ensure such compliance at no extra cost to Ricoh. Thereafter if Ricoh expressly requests, the tests shall be repeated. Ricoh retains the right of refusal to accept the goods if any test has been failed and not corrected to Ricoh's representative's satisfaction.
- c) Inspection of the goods to be supplied under the purchase order by Ricoh and/or any third party inspection authorities will not relieve the Supplier of its responsibility to furnish satisfactory goods under the purchase order.
- d) The waiving of inspection by Ricoh and/or any third party inspection authorities at any point during manufacture will not prejudice the right of any of the said parties to reject defective or incorrect or non conforming goods after delivery.
- e) Acceptance tests will be carried out and unless otherwise agreed, these tests will be made at the manufacturer's or Supplier's premises and during normal working hours. Unless otherwise agreed and stated in the agreement, the manufacturer or Supplier of the goods shall bear all the expenses of the tests carried out in the manufacturer's or Supplier's premises, except the personal expenses of Ricoh's representatives.

15. Warranties

During the Warranty Period defined below:

- a) The Supplier warrants that all goods and services supplied pursuant to the purchase order, comply with the specifications, drawings, samples, or other description furnished, specified or approved by Ricoh. Such goods shall also be new, fit and sufficient for the purpose for which they were intended of good material, design and workmanship and free from defects. If a standard of performance is specified, or should have been known by Supplier, goods supplied must be capable of the required performance.
- b) The Supplier warrants that all legal requirements and governmental regulations regarding the goods have been met and that all approved documents required by the authorities have been obtained and will be shown to Ricoh on request.
- c) Supplier warrants that any services will be provided:
 - with reasonable care and skill;
 - in accordance with best industry practice and all applicable statutory and legal requirements and regulations; and
 - by means of appropriately qualified, trained and experienced personnel.
- d) Supplier warrants that any software shall:
 - be free from viruses upon delivery;
 - not contain or include any open source software (unless otherwise expressly set out in the purchase order); and
 - for a period of 12 months from the date of delivery to the End User, substantially provide the functionality set out in the Documentation when properly used in accordance with such Documentation.
- e) Unless otherwise set out in this agreement, the warranty period applicable to this clause 15 shall be either:
 - (i) eighteen (18) months of delivery or acceptance,
 - (ii) twelve (12) months from commencement of use of goods or services, whichever is the later.

16. Remedies

Without prejudice to any other right or remedy which Ricoh may have, if any goods or services are not supplied in accordance with, or Supplier fails to comply with, any terms of the agreement or these general conditions of purchase Ricoh shall be entitled to avail itself to any one or more of the following remedies at its discretion, whether or not any part of the goods or services have been accepted by Ricoh:

- rescind the purchase order and/or the entire agreement,
- reject the goods or services (in whole or in part) and return the goods to the Supplier and claim the full refund of the price paid for the rejected goods and services by Supplier,
- at Ricoh's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the goods or re-perform the services,
- supply replacement goods and carry out any other necessary work to ensure that the terms of the agreement are fulfilled,
- refuse to accept any further deliveries of goods or performance of services but without any liability to Ricoh;
- carry out at the Supplier's expense any work necessary to make the good comply with the agreement; and
- claim such damages or losses as may have been sustained or costs incurred in consequence of Supplier's breaches of the agreement.

17. Indemnity

Supplier will indemnify and hold harmless Ricoh, its officers, employees and customers ("Ricoch Indemnified Parties") against any loss or damage suffered or costs incurred by the Indemnified Parties arising out of, or in connection with the goods or services supplied by Supplier under the purchase order. The Indemnified Parties will have the right to enforce this clause 17 in accordance with the Contracts (Rights of Third Parties) Act 1999.

18. Ricoh materials / Tools, Dies and Patterns

Where for a purchase order Ricoh issues materials "free of charge" to Supplier, such materials shall be and remain the property of Ricoh. Supplier shall maintain all such materials in good order and condition subject, in the case of tooling, patterns and the like to fair wear and tear. Supplier shall use such materials solely in connection with the purchase order. Any surplus materials shall be returned to Ricoh at Supplier's costs. Waste of such materials arising from bad workmanship or negligence of Supplier shall be made good at Supplier's expense.

All tools, patterns, dies and the like supplied by, or at the expense of Ricoh shall remain Ricoh's property and must be returned on request or on completion of the purchase order and shall not be copied or used for any purpose other than for carrying out the purchase order.

19. Drawings, Specifications Etc.

All specifications, patterns, drawing samples and information are provided by Ricoh to the Supplier on a confidential basis as defined in Clause 27, and shall remain the property of Ricoh to whom they shall be returned on completion of the purchase order or upon termination of the agreement. The Supplier shall not disclose them to any third party without the express written consent of Ricoh.

20. Assignment or Sub-Contract

The Supplier shall not assign or sub-contract the purchase order or any part of it without the prior written consent of Ricoh except as regards sub-contractors for raw material or logistics services. Any information provided to sub-contractors will be on a confidential basis as defined in Clause 27 and only to an extent necessary for the performance of the sub-contract. Ricoh shall be entitled to assign the whole or part of its rights and obligations under the contract to any other member of the Ricoh Group of Companies provided that it notifies the Supplier of such assignment. The Supplier will provide a full list of subcontractors to Ricoh before any work commences.

21. Intellectual Property Rights

- The Supplier warrants that the use of its goods and services will not infringe any third party's intellectual or industrial property rights.
- All intellectual or industrial property rights created or arising out of the agreement or the goods or services supplied will be owned by Ricoh. Insofar as is necessary, the Supplier accepts to transfer any intellectual or industrial property rights to Ricoh and undertakes to proceed to any formality or sign any assignment to effect such assignment upon Ricoh's request.
- Supplier will indemnify Ricoh Indemnified Parties as defined above against any loss or damage suffered or incurred by the Indemnified Parties as a result of any claim by a third party that the Goods or Services or the authorised use or possession by the Indemnified Parties in accordance with this agreement and the applicable purchase orders or anything else supplied by Supplier under this agreement infringes the Intellectual Property of any third party ("Third Party Claim"). The Ricoh Indemnified Parties will have the right to enforce this clause 21 in accordance with the Contracts (Rights of Third Parties) Act 1999.

22. Termination for Cause

- Either party may terminate this agreement and any purchase order if:
 - the other materially breaches any term of the agreement and it is not possible to remedy that breach; or
 - the other materially breaches any term of the agreement and it is possible to remedy that breach, but the other fails to do so within thirty (30) days of being asked to do so.

For the purposes of this clause 22 in order for it to be possible to remedy a breach it must be possible to take steps so as to put the other party into the same position which (save as to the date) it would have been in if the breach had never occurred.

- Either party may terminate this agreement (and all purchase orders entered into in relation to it) if the other party is subject to a liquidation or insolvency procedure or any analogous procedure (insolvency event).
- Ricoh may terminate this agreement and/or any purchase order immediately if Supplier:
 - is subject to a change of control; or
 - breaches the provisions of clause 23 or otherwise acts in contravention of any anti-corruption legislation.

In any events, Ricoh will be in no way liable to Supplier in respect of such termination for payment of damages or any other form of compensation.

23. Code of Conduct / Anti-corruption legislation

Supplier acknowledges that it has reviewed Ricoh's Business Partners Code (the "Code") <https://www.ricoh.com/-/Media/Ricoh/Sites/com/csr/fair/pdf/supplier.pdf> and warrants that the activities of Supplier shall be conducted at no lesser standard than those set out in the Code (with references to "Ricoch" being read as meaning "Supplier") and that it does not and will not otherwise act in any way that is inconsistent with the Code. Ricoh will, from time to time, carry out audit or other checks to ensure Supplier compliance, and Supplier shall respond promptly to requests from Ricoh for information relating to Code compliance.

Supplier warrants that it will not give, offer or pay (either directly or through a third party) the payment of any financial or other advantage to any third parties, which would cause Supplier or Ricoh to be in violation of any applicable anti-corruption laws, including the US Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010.

Supplier shall disclose to Ricoh all payments it has made, is obligated to make or intends to make to any agents, brokers, intermediaries or other third parties in connection with the awarding of or maintenance of this Agreement.

24. Liquidated Damages

- Should the Supplier fail to deliver the goods or the services within the agreed times then the Supplier will pay to Ricoh one per cent (1%) of the total purchase order per any starting week of delay, up to a maximum 5% of the total purchase order price to Ricoh as liquidated damages. This is without prejudice to other Ricoh's rights set out in this agreement.
- Should the Supplier fail to deliver the goods or supply the services in accordance with the specifications and service levels agreed or fail to remedy any defective goods or services within the applicable warranty period, then the Supplier will pay to Ricoh five per cent (5%) of the total purchase order per any starting week of delay, up to a maximum twenty (20%) of the total purchase order price to Ricoh as liquidated damages. This is without prejudice to other Ricoh's rights set out in this agreement.
- Supplier agrees that the liquidated damages will be a genuine pre-estimate by Ricoh of its loss caused by delay in delivery of the goods or supply of the services in question.

25. Force Majeure

If a delivery or supply by Supplier, or the acceptance by Ricoh of a delivery or supply, is delayed or prevented because of the manufacture of the goods, their delivery to the designated site by usual route, or the consumption or use of the goods / services by Ricoh in the ordinary course of his business has been or is being prevented or hindered by circumstances beyond the reasonable control of either party including any form of Government intervention, strikes and lockouts relevant to the purchase order ("Event of Force Majeure") delays by Sub-Contractors (but only where such delays were beyond the control of the Sub-Contractor concerned), such delivery or supply shall be suspended during the Event of Force Majeure.

If the delivery or supply cannot be made within a reasonable time after the due date, the delivery or supply may be cancelled by either party by registered letter or fax to the other. Where more than one delivery is to be made under the purchase order, deliveries not cancelled will be resumed as soon as the Event of Force Majeure causing the delay or suspension ceases, but, except where both parties otherwise agree, the period during deliveries are to be made will not be extended. Ricoh shall pay Supplier each sum as may be equitable in respect of goods delivered or services performed prior to such cancellation or termination.

26. Data Protection

Ricoh and the Supplier will comply with (and shall ensure that its staff and/or authorised subcontractors comply with) any applicable data protection regulations, including the General Data Protection Regulation 2016/679 effective 25/05/2018; the Data Protection Act 1998 and all other national legislation implementing or supplementing any of the foregoing ("Data Protection Regulations"). If this agreement involves the processing by Supplier of Ricoh's or Ricoh customers' personal data under this agreement, Supplier and Ricoh shall comply with the obligations set out in Annex 1 ("Data Protection").

27. Confidentiality

- Either party shall both during the term of the agreement and after its expiration or termination keep confidential all information and documents that they obtain about the other concerning the business, finances, technology and affairs of the other and its Affiliates, regardless of its nature ("**Confidential Information**"). During the term of the agreement, such information and materials may be disclosed to Supplier's employees or authorised subcontractors, but only to persons who need to have access to the information or materials for the purpose of the agreement and only to the extent as may be reasonably necessary, provided that before any such disclosure such persons shall individually undertake an obligation of confidentiality consistent with the obligation of confidentiality set out in this Clause 27.

- Supplier shall not use such Confidential Information or materials except to fulfil its obligations under the agreement and shall not disclose such information to any third party except as far as disclosure is necessary in connection with the fulfilment of the purchase order. Supplier shall provide Ricoh written notice prior to disclosing any Confidential Information to third parties and shall first secure from such third party agreement on behalf of itself and its employees to whom disclosure will be made, to the confidentiality obligations set out in this Clause 27.

- Any information either party obtains concerning the other party and its business in the course of preparing and entering and performing the purchase orders under the agreement and these general purchase terms and conditions shall be kept strictly confidential.

28. Provision of a Service

- The contractor shall appoint an account manager who shall be responsible for the provision of a service to Ricoh, if applicable.

- Ricoh's nominated representative shall be responsible for liaising with the account manager to determine that Ricoh's requirements are met and to discuss and resolve matters relating to the agreement.

- In the event that the account manager and Ricoh's nominated representative are unable to reach agreement over any matter it shall, in the first instance, be referred to senior managers of Ricoh and the Supplier for resolution and then failing agreement between the parties within a period of ninety (90) working days, the matter will be resolved by the respective parties' management.

29. Audits

Ricoh will have the right to audit the Supplier at any time to verify Supplier's compliance with its obligations under the agreement. Ricoh will give the Supplier at least 2 weeks written notice before an audit is performed and shall communicate to the Supplier the scope of such an audit. The costs of such an audit shall be for Ricoh's account unless the audit reveals the Supplier has materially breached its obligations under the agreement, in which case all costs of the audit shall be borne by the Supplier.

30. Miscellaneous

Waiver. The failure of either party hereto at any time to exercise any of its rights under the agreement shall not be deemed a waiver thereof, nor shall such failure in any way prevent said party from subsequently asserting, enforcing or exercising such rights.

Severability. Should any part or provision of the agreement or these general purchase terms and conditions be held unenforceable or in conflict with the applicable law of any jurisdiction, the validity of the remaining parts or provisions shall not be affected thereby. The parties shall replace the invalid provision by a valid provision as much as possible equal to the invalid provision.

Right of Third Parties. Except as otherwise set out in this agreement, any person who is not a Party to this Agreement shall not acquire or have any rights under this Agreement by virtue of the Contracts (Right of Third Parties) Act 1999 or otherwise.

Statutory Rights. These conditions are in addition to the buyers' statutory and common law rights.

31. Entire Agreement

This agreement, which cancels and supersedes all previous written or oral arrangements or agreements between the Supplier and Ricoh, together with the purchase orders, constitutes the entire agreement between the parties and shall not be changed or modified in any manner except as expressly provided herein or by an instrument in writing signed by the duly authorized officers or representatives of the parties. Ricoh shall in no event be bound by the Supplier's general terms and conditions and/or any terms and conditions contained in a purchase order or invoice by the Supplier.

32. Governing Law / Jurisdiction

The agreement (and any purchase order) shall be governed by English Law.

The parties hereby submit to the exclusive jurisdiction of the English courts in respect of any dispute or matter arising out of or connected with this agreement (and any purchase order).



Annex 1 – Data Protection

1. Data processing
1.1 Definitions

Defined terms used in this data processing clause are as follows:

Data Protection Regulations - all laws applicable to any personal data processed under or in connection with the Order and/or Contract entered into between Ricoh and the Supplier including:

- the Data Protection Directive 95/46/EC (as the same may be superseded by the GDPR);
- the Privacy and Electronic Communications Directive 2002/58/EC;
- the GDPR;
- the Data Protection Act 1998 and all other national legislation implementing or supplementing any of the foregoing; and
- all associated codes of practice and other binding guidance issued by any Regulator;

all as amended, re-enacted and/or replaced and in force from time to time;

DPIA – defined in clause 1.8(g)(ii)(C) below;

GDPR – the General Data Protection Regulation 2016/679;

Relevant Terms – defined in clause 1.9 below; and

Services – any services to be provided under this agreement.

1.2 Terms from the Data Protection Regulations

When used in this data processing clause, the following terms shall have the same meaning as in the Data Protection Regulations:

- (a) **personal data;**
- (b) **data controller;**
- (c) **data processor;**
- (d) **processing; and**
- (e) **supervisory authority.**

1.3 Background

Under the Order and/or Contract entered into between Ricoh and the Supplier ("**agreement**"), the Supplier may provide Services as agreed in detail in such Order and/or Contract, which may involve the processing of personal data by the Supplier on behalf of Ricoh as part of the provision of the relevant Services, including personal data relating to customers or staff of Ricoh or other individuals with whom Ricoh deals in the course of its business (as may be described in more detail in this agreement).

1.4 Description of processing

The processing to be carried out by the Supplier is as follows:

- (a) the subject matter of the processing is as described in clause 1.3 above and the duration of the processing will be throughout the period within which the Supplier performs the relevant Services under this Agreement;
- (b) the nature of the processing is as described in clause 1.3 above and the purpose of the processing is to enable the Supplier to perform the relevant Services under this Agreement;
- (c) the personal data to be processed will be any personal data requested by Ricoh in order to enable or facilitate the provision of the Services by the Supplier under this agreement as described in clause 1.3 above, and the categories of data subjects are as described in clause 1.3 above; and
- (d) the obligations and rights of the data controller in relation to the processing are set out below.

1.5 Compliance with the Data Protection Regulations

Supplier and Ricoh will comply with (and shall ensure that its staff and/or subcontractors comply) with the Data Protection Regulations.

1.6 Relationship and roles of the parties

In relation to the processing of personal data under this agreement, the parties acknowledge and agree that:

- (a) Ricoh is the data controller; and
 - (b) The Supplier is the data processor;
- in relation to the processing. The Supplier agrees that it will process the personal data in accordance with the terms of this agreement.

1.7 Responsible individuals and enquiries

The Supplier and Ricoh will each notify the other of the individual within its organisation authorised to respond from time to time to enquiries regarding the personal data and the processing which is the subject of this agreement. The Supplier and Ricoh shall each deal promptly and reasonably with all such enquiries.

1.8 Processing of personal data by the Supplier

In relation to the processing of personal data under this agreement, the Supplier shall:

- (a) process the personal data (including when making an international transfer of the personal data) only to the extent necessary in order to provide the Services and then only in accordance with:

- (i) the terms of this Agreement;
- (ii) Ricoh's written instructions from time to time; unless otherwise required by law. Where the Supplier is required by law to process the personal data otherwise than as provided by this Agreement, it will notify Ricoh before carrying out the processing concerned (unless the law also prevents the Supplier from doing so for reasons of important public interest);
- (b) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by the processing, in particular protection against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed under this Agreement;
- (c) take all reasonable steps to ensure that only authorised personnel have access to the personal data and that any persons whom it authorises to have access to the personal data will respect and maintain all due confidentiality in relation to the personal data (including by means of an appropriate contractual duty of confidentiality where the persons concerned are not already under such a duty under the law);
- (d) not engage any sub-processors in the performance of the Services without the prior written consent of Ricoh and otherwise in accordance with clause 1.9 at all times;
- (e) not do, or omit to do, anything, which would cause Ricoh to be in breach of its obligations under the Data Protection Regulations;
- (f) immediately notify Ricoh if, in Supplier's opinion, any instruction given to the Supplier infringes the Data Protection Regulations;
- (g) where applicable in respect of any personal data processed under this agreement, cooperate with and assist Ricoh in ensuring compliance with:
 - (i) Ricoh's obligations to respond to requests from any data subject(s) seeking to exercise its/their rights under Chapter III of the GDPR, including by notifying Ricoh of any written subject access requests the Supplier receives relating to Ricoh's obligations under the Data Protection Regulations; and
 - (ii) Ricoh's obligations under Articles 32 – 36 of the GDPR to:
 - (A) ensure the security of the processing;
 - (B) notify the relevant supervisory authority, and any data subject(s), where relevant, of any breaches relating to personal data;
 - (C) carry out any data protection impact assessments (each a "**DPIA**") of the impact of the processing on the protection of personal data; and

1.9 Sub-processors

Supplier will ensure that any sub-processor it engages to provide any services on its behalf in connection with this Agreement does so only on the basis of a written contract which imposes on such sub-processor terms equivalent to those imposed on the Supplier in this schedule or such other alternative terms as may be agreed with Supplier (the "**Relevant Terms**"). The Supplier shall procure the performance by the sub-processor of the Relevant Terms and shall be directly liable to Ricoh for:

- (a) any breach by the sub-processor of any of the Relevant Terms;
 - (b) any act or omission of the sub-processor which causes:
 - (i) The Supplier to be in breach of this agreement; or
 - (ii) Ricoh or the Supplier to be in breach of the Data Protection Regulations.
- Where Ricoh has given a general authorisation to the Supplier to engage sub-processors, then prior to engaging a new sub-processor under the general authorisation the Supplier will notify Ricoh of any changes that are made and give Ricoh an opportunity to object to them.

1.10 Monitoring of the Supplier's performance

Ricoh is entitled to monitor and audit the Supplier's compliance with the Data Protection Regulations and its obligations in relation to data processing under this agreement at any time during normal business hours. The Supplier agrees to provide Ricoh promptly with all access, assistance and information that is reasonably necessary to enable the monitoring and audits concerned. If Ricoh believes that an on-site audit is necessary, the Supplier agrees to give Ricoh reasonable access to its premises (subject to any reasonable confidentiality and security measures), and to any stored personal data and data processing programs it has on-site. Ricoh is entitled to have the audit carried out by a third party.

1.11 Transfers outside the EEA and to third parties

If the Supplier transfers any personal data received from or on behalf of Ricoh:

- (a) outside the European Economic Area; or
 - (b) to any third party (which shall include any affiliates of the Supplier) where such third party is located outside the European Economic Area;
- the Supplier shall in advance of any such transfer seek the written instructions of Ricoh.

1.12 Completion of Services

Upon completion of the Services, the Supplier will at Ricoh's discretion:

- (a) delete; or
 - (b) return to Ricoh;
- all personal data (including copies) processed under to this agreement, except to the extent that the Supplier is required by law to retain any copies of the personal data.