

SUPPLIERS – GENERAL TERMS AND CONDITIONS – March 2017

1. DEFINITIONS

- 1) 'KANTAR Germany' and 'Buyer' shall mean KANTAR Germany GmbH.
- 2) 'Seller' shall mean the person, company or entity (including its employees, if applicable) with whom this agreement is made.
- 3) 'Goods and Services' shall mean the items or objects or parts thereof which are to be provided or rendered to KANTAR Germany by the Seller under the contract.
- 4) 'Contract' shall mean the agreement entered into between KANTAR Germany and the Seller which covers KANTAR Germany's Purchase Orders.
- 5) 'Purchase Order' shall mean any purchase order submitted to the Seller by KANTAR Germany under the Contract.
- 6) 'Delivery' shall mean the supply of goods or the provision of services to/at the location specified in the Contract.
- 7) 'Specifications' shall mean the description and depiction (if any) of the Goods and Services covered or described by the Contract or Purchase Order.
- 8) 'Price' shall mean the price or prices of the Goods and Services specified in the Contract or Purchase Order.
- 9) 'Terms and Conditions' shall mean the terms and conditions in this document and any other terms and conditions agreed with KANTAR Germany in writing.

2. APPLICABILITY OF THE TERMS AND CONDITIONS

- 1) The following Terms and Conditions shall apply between KANTAR Germany and any company, legal entity under public law or special fund under public law for all items deliverable to KANTAR Germany unless provided otherwise in separate terms and conditions accounting for special requirements of in-house products.
- 2) These Terms and Conditions shall govern all Contracts related to the purchase of goods and services by KANTAR Germany from the Seller. Any terms and conditions of the Seller's shall not be considered part of the Contract.
- 3) By providing Services or delivering Goods to KANTAR Germany, the Seller expresses its consent to these Terms and Conditions.
- 4) Any changes made to these Terms and Conditions (including, but not limited to, special terms and conditions agreed between the parties hereto) shall be invalid without the express written consent of KANTAR Germany.

3. REQUIREMENTS REGARDING THE PROPERTIES OF THE GOODS AND SERVICES

- 1) The Goods shall conform to the details of the Contract in terms of quality, quantity and description. The Goods shall be made of materials that are free from defects, and shall be of flawless quality. The Goods must conform to applicable standards, regulations and/or legal requirements regarding their manufacture, packaging and delivery. All Goods shall be manufactured safely without posing any health risks. In the event that samples or specimens are provided, the Goods shall be equal to the samples or specimens in every respect. If a performance standard is specified, the Goods shall be capable of achieving the specified performance level.
- 2) The Seller shall render the Services flawlessly as specified in the Contract and/or description. Unless a standard for the Services is specified in the description, the Seller shall use the highest quality materials and equipment, and the best methods and standards and render the services with care and diligence. In so doing the Seller shall employ adequately trained, experienced and qualified personnel. All Services shall be carried out in a safe manner avoiding any health risks, and in full compliance with all health and safety rules and policies as well as all applicable laws and regulations.

4. ACCEPTANCE AND TESTING

- 1) Before shipping the Goods, the Seller shall examine and test the Goods carefully to ensure consistency with the Contract and/or description. Upon KANTAR Germany's request the Seller shall submit an adequate test report to KANTAR Germany. KANTAR Germany shall be entitled to demand that the tests be performed in its presence. The Seller shall submit to KANTAR Germany appropriate certificates reflecting the results of the examinations and tests performed pursuant to the requirements of KANTAR Germany.
- 2) KANTAR Germany shall be entitled to examine and test the Goods during manufacture, processing or storage at the Seller's or any third party's site. The Seller shall make the equipment available as reasonably requested by KANTAR Germany.
- 3) In the event that KANTAR Germany determines during an examination or test according to items 1 and 2 of this section that the Goods fail to comply with the Contract and/or description or will foreseeably fail to do so at the end of the production process, KANTAR Germany shall notify the Seller accordingly in writing. The Seller shall then be obliged to implement suitable measures to manufacture goods which conform to the Contract and/or description.
- 4) Full conformance of the Goods and Services to the Contract is a material contractual requirement. KANTAR Germany shall have the right to reject any Goods and Services which are not in full compliance with the Contract.

- 5) KANTAR Germany further reserves the right to audit the production of the relevant Goods and Services at the site of the Seller or the Seller's subcontractor, if applicable. The assessment of the Seller, where applicable, shall be performed and documented by KANTAR Germany.

5. DELIVERY AND PACKAGING

- 1) Adherence to the delivery time is a material contractual requirement. The Goods and Services shall be delivered duty-paid, or rendered by the Seller at the time or times, to/at the destination or destinations and in the condition as described in the Contract or as specified by KANTAR Germany at a later date (DDP, Incoterms 2010).
- 2) If the Seller fails to deliver the Goods or Services at the due date, KANTAR Germany shall have the right, notwithstanding any other rights available to KANTAR Germany, including, but not limited to the right to claim damages, to:
 - a. partially or fully withdraw from the contract;
 - b. partially or fully terminate the contract without notice;
 - c. reject any subsequent deliveries;
 - d. purchase the Goods and Services from another supplier rather than the Seller, and invoice the Seller for any expenditures incurred by KANTAR Germany above and beyond the price set forth in the Contract, by purchasing the Goods and Services elsewhere.
- 3) The Seller shall notify KANTAR Germany immediately about any potential delays.
- 4) The Goods and Services shall be deemed accepted by KANTAR Germany no sooner than 30 days after delivery or after an appropriate period of time has elapsed during which any defects previously unnoticeable may become evident.
- 5) The Seller shall ensure that the Goods are properly packaged and well-protected against damage or wear during shipment or storage so they will arrive at the destination undamaged.
- 6) Except as otherwise agreed with KANTAR Germany in writing, containers and packaging material shall be provided free of charge, and returned to the Seller at the Seller's cost and risk if so requested.
- 7) Except as otherwise agreed prior to shipment, KANTAR Germany shall not be under any obligation to accept any quantities of Goods delivered above and beyond the quantities ordered pursuant to the Contract. Any excess Goods delivered by the Seller shall remain the Seller's risk and may be returned at the Seller's cost.

6. DOCUMENTS

The Seller shall:

- 1) clearly mark every shipment with the Seller's name and address as well as the KANTAR Germany Purchase Order and/or project number and full destination details as indicated on the KANTAR Germany Purchase Order; and include a delivery note specifying the contents and any quantities outstanding.
- 2) ensure that all Goods are adequately marked, labelled and imprinted with notes and information as required to inform all individuals who may be handling the Goods about any health and/or other risks regarding the safety of the Goods as such and during their delivery, transport, receipt, handling, use or processing, as well as about the required safety precautions to be taken to avoid such risks. If the Seller is unable to mark, label or imprint the Goods accordingly, the Seller shall:
fully advise the affected individuals through an accompanying note handed over at the time of delivery.
- 3) send a notification to the KANTAR Germany destination address for each delivery, indicating the means of transport used, the weight, quantity, size and delivery address as well as the destination.
- 4) indicate the KANTAR Germany Purchase Order or project number on every package, invoice, cover letter or other document pertaining to the Purchase Order.
- 5) provide KANTAR Germany free of charge with all drawings, operating instructions, plans, service descriptions, user manuals and any other information required to enable KANTAR Germany to use and maintain the Goods or Services for their intended purpose.

7. OWNERSHIP AND DEFAULT RISK

- 1) The default risks and any damage to the Goods shall not be transferred to KANTAR Germany until the Goods have been delivered to, and accepted by KANTAR Germany pursuant to the Contract (in particular section 4).
- 2) Ownership in the Goods shall pass to KANTAR Germany at the time of delivery without prejudice to KANTAR Germany's right to reject acceptance as granted to KANTAR Germany pursuant to these Terms and Conditions, or prior to delivery if partial or advance payments have been stipulated.

8. DENIAL OF ACCEPTANCE AND OTHER RIGHTS

Notwithstanding any other rights KANTAR Germany may have, including without limitation the entitlement to damages, KANTAR Germany may, at its sole discretion, exercise the following rights, provided that the Goods or Services fail to conform to the requirements set forth in the Contract, or that the Seller fails to fulfil the requirements thereof, irrespective of any part of the Goods or Services that may have been accepted already:

- 1) the right to terminate the Contract without notice;
- 2) the right to reject Goods or Services, whether in part or entirely, and to return them appropriately to the Seller at the Seller's cost and risk. The Seller shall reimburse KANTAR Germany for any payments received for these Goods or Services;
- 3) the right to give the Seller the opportunity to remedy the defects of the Goods or Services or to provide replacement Goods or Services exclusively at the Seller's own cost within an appropriate period of time set by the Buyer so as to ensure performance of the obligations under the Contract;
- 4) the right to refuse any further deliveries of Goods or Services without KANTAR Germany incurring any liability; and
- 5) the right to perform any work necessary, at the Seller's cost, to achieve compliance of the Goods or Services with the Contract.

9. WARRANTY AND LIABILITY FOR DAMAGES

- 1) The Seller warrants that the Goods or Services:
 - a. are of good quality and fit for the purpose as intended or promised by the Seller or communicated by KANTAR Germany when submitting the Purchase Order to the Seller;
 - b. are free from defects of design, material and workmanship;
 - c. conform in every respect to the requirements or any drawings, samples or descriptions provided by the Seller;
 - d. fulfil all relevant legal requirements, regulations or voluntary rules of conduct and are free from any third-party rights, including but not limited to intellectual property rights or copyrights;
- 2) Notwithstanding any other rights and remedies available to KANTAR Germany, the Seller shall, at its own cost, replace or repair the Goods at KANTAR Germany's sole discretion, or repeat the performance of the Services which fail to conform to the Warranties pursuant to section 9.1 hereunder at any time during the first 24 months after the date of delivery, or within 18 months after initial use of the Goods or initial performance of the services, as the case may be.
- 3) The Seller shall comply with all local laws (in particular, laws regarding minimum wages) and all labour, health and safety regulations applicable in any country where the Seller performs work for the Buyer, and the Seller shall, to the extent permitted by law, indemnify the Buyer and hold him harmless against all claims arising from violations of such laws and regulations.

The Supplier and all subcontractors shall comply with all legal requirements regarding payment of wages, in particular the provisions of the German Minimum Wage Act (Mindestlohngesetz), including but not limited to the obligation to pay the statutory minimum wage. The Supplier expressly promises to adhere to these legal requirements. The Supplier shall fully document any violations thereof and provide this documentation to KANTAR Germany in writing immediately upon discovering such violations. In particular, in view of the Buyer's liability according to section 13 of the German Minimum Wage Act (MiLoG) in connection with section 14 of the German Employee Assignment Act (AEntG), the Supplier shall submit to KANTAR Germany all required documents upon request. This obligation shall include, without limitation, documents related to the supplier's subcontractor relationships. With respect to this the supplier shall establish appropriate agreements granting KANTAR Germany access to the documents described above, and the supplier shall submit to KANTAR Germany evidence of the existence of such agreements within a month after signing this Contract. In the event of any violations of these stipulations, KANTAR Germany shall have the right to terminate the Contract without notice.

- 4) The Seller promises that all personal information will be stored and processed safely and in compliance with applicable law.
- 5) The Seller shall indemnify KANTAR Germany and hold KANTAR Germany harmless for any direct, indirect or consequential liability, loss, damages, injuries, costs or expenses (including legal fees) incurred or paid by or raised against KANTAR Germany as a consequence of or in connection with:
 - a. any violation of a guarantee given by the Seller, regardless of fault;
 - b. any claim that the Goods or Services or their use, resale or import infringes upon national or international patents, copyrights, applications for design patents, trademarks, trade names, or any other third-party intellectual property rights; except where such claims arise in connection with implementations, drawings, samples or descriptions made available by KANTAR Germany;
 - c. any claim raised against KANTAR Germany with regards to liability, loss, damage, costs or expenses incurred by KANTAR Germany employees, agents of KANTAR Germany, customers or any third parties, provided that such claims arise from, or are perceived to be connected with, the Goods or Services;
 - d. any failure by the Seller, its employees, agents or subcontractors to deliver or install the Goods or render the Services pursuant to the Purchase Order.

10. TRANSACTIONS INVOLVING FAMILY MEMBERS OR AFFILIATES

In all of its business activities KANTAR Germany shall avoid actual or potential conflicts of interest or even the appearance thereof. To avoid conflicts of interest in transactions involving family members or affiliated third parties, and to ensure that such transactions, if any, will be disclosed properly, the Seller shall promptly inform KANTAR Germany about all third parties which are family members or affiliates of the Seller and KANTAR Germany. For the purposes of this section, the expression 'family members or affiliated third parties' shall denote the following:

- Close relatives of an employee,
- an employee's spouse, parents, children (including adopted and stepchildren), brothers, sisters as well as
- spouses of an employee's children or siblings;
- Companies where:
 - an employee or an employee's family member holds a majority share, thereby having a controlling interest in the company, whether directly or indirectly;
 - an employee or an employee's family member has a highly influential position;
 - an employee or an employee's family member is providing consultancy or other services;
 - an employee or an employee's family member is a partner or trustee.

Transactions with family members or affiliated third parties are payments or other benefits or obligations between KANTAR Germany and family members or affiliated third parties, regardless whether for payment of money or otherwise.

11. PRICES AND PAYMENT TERMS

- 1) Prices shall be specified as fixed prices as set forth in the Contract. Except as otherwise agreed, the amounts are indicated before value-added tax (VAT).
- 2) Prices shall comprise all fees and costs, including, but not limited to, packaging materials, shipping and handling, loading, freight charges, insurance, delivery to and unloading at the delivery site as well as any obligations, levies, duties, or taxes with the exception of value added tax.
- 3) The price may not be changed without KANTAR Germany's prior written consent.
- 4) The Seller may submit an invoice to KANTAR Germany upon delivery. KANTAR Germany will pay valid invoices within 45 days after receipt of invoice, provided that KANTAR Germany has accepted the Goods and Services pursuant to section 5 herein, and unless provided otherwise on the Purchase Order. All invoices must indicate KANTAR Germany's Purchase Order and/or project number.
- 5) KANTAR Germany shall have the right to offset any amounts due and payable to the Seller against amounts the Seller owes to KANTAR Germany.

12. TERMINATION AND CANCELLATION

- 1) KANTAR Germany may cancel any purchase order or any part thereof prior to delivery by sending an appropriate notification to the Seller. In such an event, KANTAR Germany shall reimburse the Seller for the shipping costs and pay a reasonable compensation for any work in progress at the time of cancellation or completed prior to cancellation. Such compensation shall not include any lost profits or losses incurred as a consequence.
- 2) KANTAR Germany shall have the right to terminate the contract effective immediately at any time by written notice if:
 - a. the Seller violates a provision of the agreement;
 - b. the Seller enters into a debt extension agreement with its creditors, is subject to a receiving order, declares bankruptcy or goes into liquidation or receivership;
 - c. a receiver or trustee is appointed over the Seller's assets;
 - d. the Seller becomes unable to pay its debts as they fall due, ceases or threatens to cease carrying on business; or
 - e. KANTAR Germany reasonably expects any of the above situations to occur.
- 3) KANTAR Germany's rights pursuant to this section 11 shall apply in addition to all other legal rights and remedies available to KANTAR Germany. Such other rights and remedies shall remain unaffected by the rights granted under this section 11.

13. LEGAL AND OTHER REGULATIONS INCLUDING THE GERMAN DATA PROTECTION ACT

The Seller shall comply with all legal requirements and all instructions or regulations issued by any government body that are applicable to the Goods and Services. Without prejudice to the aforementioned general provisions, the Seller shall adhere in particular to all regulations regarding health, safety and data protection.

The Seller shall ensure secure storage of all personal information and the confidential treatment of all information related to the Order. The Seller shall treat as confidential all information collected in connection with the Contract (including, but not limited to, information related to the business of KANTAR Germany or its business partners) and use such information exclusively for the purpose of fulfilling the Contract. Upon completion of all work or, as the case may be, cancellation or termination thereof, regardless of the causes, the Seller shall, upon and pursuant to the Buyer's written instructions, return to the Buyer or effectively destroy all address lists, materials, products or other information provided by the Buyer or any of the Buyer's clients. The Seller, its employees and all of the Seller's subcontractors or temporary staff performing research work for or on behalf of KANTAR Germany shall comply with and adhere to:

- the WPP Code of Conduct, available on the Internet at <http://www.wpp.com/wpp/about/howwebehave/governance/>;
- the Code of Marketing & Social Research Practice of the International Chamber of Commerce/European Society for Opinion and Marketing Research (ESOMAR).

All information the Buyer maintains about the Seller is used for vendor selection and assessment.

14. FORCE MAJEURE

Neither of the parties hereto shall be held liable for any failure to comply with a provision of the Contract because of circumstances which are beyond the party's reasonable control, provided that the party citing such circumstances promptly notifies the other party of the existence of such circumstances. The party so affected shall take appropriate measures to minimise the delay.

15. TRANSFER

The Seller shall be prohibited from transferring or assigning the Contract or any part thereof to any third party or subcontractor without KANTAR Germany's prior written consent. Provided that KANTAR Germany grants its permission to such transfer or assignment to a subcontractor, the Seller shall ensure that the terms and conditions of the Contract are adhered to. Notwithstanding any such permission to transfer or assign the contract or parts thereof to a subcontractor, the Seller shall continue to bear full responsibility for the transferee's or assignee's performance of all contractual duties and compliance with all contractual terms and conditions.

16. USE OF KANTAR Germany PROPERTY

- 1) All descriptions, samples, drawings, designs and information created by KANTAR Germany in connection with the Contract shall be treated as confidential. Any use thereof by the Seller, its subcontractors, employees or agents other than for the purposes of the Contract shall be prohibited.
- 2) Upon fulfilment of all contractual obligations, said samples, drawings, designs and information shall, at KANTAR Germany's sole discretion, be returned to KANTAR Germany or effectively destroyed.

17. PUBLICATION AND ADVERTISEMENT

The Seller, its agents, successors or contractors shall be prohibited from publicly disclosing their relationship with KANTAR Germany, any contract or any resulting work, whether for advertising purposes or otherwise, unless permitted to do so in writing by KANTAR Germany in advance.

18. GENERAL

- 1) KANTAR Germany's rights under this Contract shall not affect any other rights KANTAR Germany may have.
- 2) If any provision of this Agreement is held by a responsible authority to be invalid, void, contestable, unenforceable or inappropriate (whether entirely or in part), that provision shall be deemed severable to the extent of its invalidity, voidness, contestability, unenforceability or inappropriateness without invalidating the remaining provisions of the Contract or the remaining parts of the provision. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision which best reflects the commercial intention of the Parties at the time of agreeing the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis for any parts of the Contract which are found to be incomplete.
- 3) KANTAR Germany's failure to enforce a provision of the Contract, whether fully or in part, shall not be construed as a waiver of any right under the Agreement.
- 4) Any notification hereunder sent to the recipient's headquarters, whether by post, fax, e-mail or telex, shall be deemed as properly served at the time said notification would ordinarily arrive at its destination in the normal course of delivery by post or other form of transmission.

19. APPLICABLE LAW AND COURT OF JURISDICTION

The Contract is a German contract subject to German law. The parties hereto submit to the exclusive jurisdiction of the German courts. The Courts of Jurisdiction for all disputes arising from or in connection with this Contract, including disputes about its formation and validity, shall be the courts of Nuremberg, Germany.

20. SETTLEMENT OF DISPUTES

The Seller and KANTAR Germany agree to cooperate and settle in good faith any disputes arising from the Contract so as to achieve a rapid and equitable resolution. If, however, the two parties fail to reach an amicable agreement, the dispute shall be referred to arbitration. Submitting a matter in dispute to an arbitral tribunal shall not (and shall not be construed to) restrict KANTAR Germany's right to take legal action against the Seller before another competent court of law or government agency.

21. ENTREPRENEURIAL RESPONSIBILITY AND DILIGENCE

KANTAR Germany and the Seller agree to accept entrepreneurial responsibility in conducting their business based on the principles of accountability, ethics and legal compliance, whether in their business dealings with each other or in their relationships with society, their suppliers and customers, and the environment. KANTAR Germany and the Seller therefore agree to the following:

- 1) Neither party shall disparage or libel the other party, a competitor or employee in any way;
- 2) Neither party shall accept gifts or entertainment beyond the scope of an appropriate and normal business relationship or behave in a manner that might reasonably be understood as providing improper advantages for certain business decisions, or improperly influencing business decisions.
- 3) Both parties have introduced policies and, where possible, taken suitable, measurable action to minimise the impact of their business activities upon the environment; prevent illegal or unethical employment practices, including, but not limited to, child labour or inadequate pay; engage in ethical business conduct with respect to the economic sectors they interact with; and, wherever possible, contribute to the well-being of their social environment through charitable or other community activities, both jointly and by supporting individual employees' volunteerism through financial sponsorship and paid leave.