



SUPPLIERS TERMS OF AGREEMENT

1. Application of Terms

- 1.1 **Application:** These terms and conditions (the “Terms”) apply to all suppliers providing Deliverables to Telehouse. By supplying Deliverables to Telehouse, the Supplier agrees to be bound by these Terms.
- 1.2 **Precedence:** To the extent Telehouse and the Supplier have a signed supply agreement for the provision of goods or services in place, those terms shall take precedence over these Terms. However, if the Parties have not signed a supply agreement for the provision of the Deliverables, these Terms shall constitute the entire agreement between the parties in relation to the subject matter and shall take precedence over any terms and conditions submitted by the Supplier in a quotation, invoices or other document unless such terms are in writing and signed by both parties.
- 1.3 **Updates:** These Terms are published at <https://www.telehouse.net/telehouse-standard-terms-conditions-for-suppliers/> and may be updated by Telehouse from time to time by publishing the updated version on its website. The updated Terms shall take effect immediately upon publication. The Supplier is responsible for reviewing the Terms periodically. Continued supply of Deliverables constitutes acceptance of the updated Terms.

2. Delivery

- 2.1 **Quotation:** Upon request, the Supplier shall provide Telehouse with a quotation for Deliverables (as requested by Telehouse) which shall be deemed an offer for Telehouse to purchase the Deliverables under these Terms. Upon issuance of a PO number to the Supplier, the contract for the Deliverables shall be formed (the “Order”). Delivery of the Deliverables (or any part thereof) shall be conclusive evidence of the Supplier’s acceptance of these Terms.
- 2.2 **Deliverables:** The Supplier shall:
 - 2.2.1 provide Deliverables in accordance with all applicable laws and regulations;
 - 2.2.2 exercise reasonable skill, care, and diligence in providing the Deliverables;
 - 2.2.3 comply with any specifications or instructions relating to the Deliverables provided by Telehouse; and
 - 2.2.4 perform the Deliverables in a manner that does not negatively impact Telehouse’s public image and reputation.
- 2.3 **Goods:** Goods shall be delivered to the location and on the date specified by Telehouse. Time is of the essence in respect of delivery obligations and timelines, and any failure by the Supplier to deliver on the specified data shall constitute a breach of these Terms. Delivery of Goods shall occur during ordinary business hours unless otherwise agreed, and Telehouse shall confirm acceptance of goods in writing. Telehouse may reject any Goods that are defective or non-compliant, even after initial acceptance and may either request replacement Goods or request a refund for such defective Goods (at Telehouse’s discretion). Title to Goods passes on the earlier of delivery or payment, while risk for any Goods shall pass on delivery.
- 2.4 **Services:** Services shall be provided in accordance with the specification and timeline agreed between Telehouse and the Supplier.
- 2.5 **Warranty:** The Supplier warrants that:
 - 2.5.1 it shall comply with all applicable laws when providing the Deliverables;
 - 2.5.2 all Goods shall conform to the specifications and descriptions as agreed in the Order;
 - 2.5.3 all Goods shall be free from defects and fit for purpose, and all Services shall be performed in accordance with Good Industry Practice.
- 2.6 **Intellectual Property:** The Deliverables shall not infringe third-party rights or contain unlawful content. All intellectual property rights in any Deliverables created specifically for Telehouse shall vest in Telehouse upon creation. The Supplier grants Telehouse a perpetual, irrevocable, royalty-free licence to use any pre-existing intellectual property incorporated into the Deliverables to the extent necessary for Telehouse to use and benefit from the Deliverables.
- 2.7 **Subcontracting:** The Supplier shall not assign, transfer, or subcontract any of its rights or obligations under these Terms without the prior written consent of Telehouse. Any approved subcontracting shall not relieve the Supplier of its obligations under these Terms.

3. Compliance and Audit

- 3.1 **Sustainability:** The Supplier shall comply with all applicable environmental and sustainability laws and shall provide Telehouse with emissions and sustainability-related data promptly upon request by Telehouse (including, but not limited to Scope 1, 2, and 3 emissions).
- 3.2 **Policies:** The Supplier must comply with all Telehouse policies provided or notified to the Supplier at all times when providing the Deliverables.
- 3.3 **Anti-Bribery and Modern Slavery:** The Supplier shall comply at all times with the Bribery Act 2010 and the Modern Slavery Act 2015, and any other similar legislation (as enacted from time to time). The Supplier shall maintain policies and procedures to prevent bribery, corruption, and modern slavery in its operations and supply chain, and shall promptly notify Telehouse of any breach or suspected breach of these obligations.
- 3.4 **Data Protection:** The Supplier shall comply with all applicable data protection laws, including the UK GDPR and the Data Protection Act 2018. Where the Supplier processes personal data on behalf of Telehouse, it shall do so only on documented instructions from Telehouse, implement appropriate technical and organisational measures to ensure data security, and assist Telehouse in fulfilling its obligations under applicable data protection laws.
- 3.5 **Record Retention:** The Supplier shall maintain complete and accurate records relating to the performance of its obligations under these Terms, including records relating to pricing, invoicing, compliance, and delivery of the Deliverables. Such records shall be retained for a minimum period of six (6) years from the date of delivery of the relevant Deliverables (or such longer period as may be required by applicable law) and shall be made available to Telehouse upon reasonable request or for the purposes of any audit conducted under these Terms.
- 3.6 **Audit:** Telehouse shall have the right, upon reasonable notice, to audit the Supplier's compliance with these Terms, including but not limited to environmental, financial, and data protection obligations. The Supplier shall cooperate fully with any such audit and provide access to relevant records, personnel, and systems at its own cost.
- 3.7 **Insurance:** The Supplier shall maintain in force, at its own cost, appropriate insurance policies including public liability insurance with a limit of indemnity of not less than £5 million in any one occurrence/unlimited in the number of occurrences in a policy period, as well as professional indemnity insurance with an indemnity limit of at least £1 million. The Supplier shall provide evidence of such insurance upon request by Telehouse.
- 3.8 **Access to Premises:** Should the Supplier, its officers, employees or subcontractors require access to the Telehouse premises in order to provide the Deliverables, they must comply with all applicable Telehouse policies (including, but not limited to, those policies relating to security and health & safety) provided or notified to them, and follow all instructions provided by Telehouse or its subcontractors while on site. Telehouse reserves the right to remove any individual from its premises at any time without reason.
- 3.9 **Material Breach:** Any breach by the Supplier of the terms set out in this Clause 3 shall be a material breach for the purposes of these Terms.

4. Payment and Invoicing

- 4.1 **Price:** The price for the Deliverables shall be the price quoted by the Supplier at the time of the formation of the Order in accordance with Clause 2.1 above.
- 4.2 **Invoicing:** Invoices will only be accepted by Telehouse following delivery of the Deliverables by the Supplier in accordance with the agreed specifications. Invoices provided by the Supplier must include a valid purchase order number and be provided by email to apinvoices@uk.telehouse.net and addressed to:
- FAO: Accounts Payable
Telehouse International Corporation of Europe Limited
Coriander Avenue
London E14 2AA
- 4.3 **Payment:** Telehouse shall pay valid and undisputed invoices by 30 days from the end of the month in which the invoice is received. Charges are exclusive of VAT but inclusive of all other costs unless otherwise agreed. Telehouse may withhold or set off payments in accordance with applicable law.

5. Liability

- 5.1 **No Limit or Exclusions:** Nothing in these Terms limits liability for death or personal injury, fraud, or any liability that cannot be excluded by law.
- 5.2 **Indirect loss exclusion:** Subject to Clause 5.1, neither Party shall have any liability to the other Party for any indirect or consequential loss or damage
- 5.3 **Supplier's total liability:** Subject to Clauses 5.1 and 5.2, Supplier's total liability in any 12-month period to Telehouse arising out of or in connection with these Terms (other than under Clause 5.4, for which liability shall be uncapped), whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, shall be limited to the greater of:
- a. £2,000,000 (two million pounds sterling); and
 - b. 200% (two hundred percent) of the aggregate of the charges paid or payable by Telehouse in respect of the preceding 12-months had Supplier not been in breach of these Terms.
- 5.4 **Supplier Indemnity:** The Supplier shall indemnify, defend, and hold harmless Telehouse, its affiliates, officers, employees, and agents from and against any and all losses, damages, liabilities, costs, claims, and expenses (including legal fees) arising out of or in connection with:
- 5.4.1 any damage to property (including Telehouse's property or third-party property) caused by the Supplier, its employees, agents, or subcontractors in the course of performing its obligations under this Agreement;
 - 5.4.2 any breach of these Terms by the Supplier; and
 - 5.4.3 any negligent or wrongful act or omission of the Supplier, its employees, agents, or subcontractors.
- 5.5 **Telehouse's total liability:** Subject to Clauses 5.1 and 5.2, Telehouse's total maximum liability to Supplier arising out of or in connection with these Terms, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, shall be limited in any 12-month period to 100% (one hundred percent) of the charges paid to Supplier by Telehouse in the preceding 12 months.

6. Termination

- 6.1 **Termination for Cause:** Telehouse may terminate the relationship with immediate effect if the Supplier:
- 6.1.1 commits a material breach of these Terms (including, for the avoidance of doubt, multiple breaches that when taken together, in Telehouse's reasonable opinion, amount to a material breach); or
 - 6.1.2 becomes insolvent or unable to pay its debts as they fall due, enters into liquidation, administration or receivership, or any other similar arrangement under the laws of any jurisdiction.
- 6.2 **Termination for Convenience:** Telehouse may terminate any order for Deliverables for convenience with 30 days' written notice.
- 6.3 **Effect of Termination:** In the event of termination, Telehouse shall make payment to the Supplier in consideration for all Goods and/or Services satisfactorily performed (to be determined at Telehouse's sole discretion) up to the effective date of termination. The Supplier shall not be entitled to any payment in respect of damages, loss of profit, loss of income or any form of indirect or consequential loss as a result of Telehouse's termination. The termination of these Terms howsoever arising is without prejudice to the rights, duties and liability of either Party accrued prior to termination.
- 6.4 **Survival:** Clauses 5, 7.1, 7.6, 7.7 and 7.8 shall survive termination of these Terms.

7. General Terms

- 7.1 **Confidential Information:** Each Party shall keep confidential any information disclosed by the other in connection with the Deliverables. Confidential Information may only be disclosed to personnel who need to know and are bound by equivalent obligations or where required by law or regulatory authority. Neither Party shall make a public statement about the existence of a relationship between the Parties, use the other Party's logo or make reference to that other Party in its marketing materials without the other Party's prior written consent.
- 7.2 **No Exclusivity:** Nothing in these Terms shall be construed as granting the Supplier any exclusive rights to provide Deliverables to Telehouse. Telehouse reserves the right to procure similar or identical goods and/or services from other suppliers at its sole discretion.

- 7.3 **Method of Giving Notice.** Notices must be sent by email or post to the relevant address provided by each Party within the quotation, or if no address is provided, the registered address of that entity. For emails, a Notice will be deemed to be delivered on the day immediately after being sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.
- 7.4 **Force Majeure:** Neither Party shall be liable for any delay in performing or failure to perform its obligations under these Terms due to any cause outside its reasonable control. Such delay or failure shall not constitute a breach of the Contract and the time for performance of the affected obligation shall be extended by such period as is reasonable.
- 7.5 **Variation:** No variation of these Terms shall be effective unless agreed in writing by Telehouse. To the extent either Party wishes to make a change to the Deliverables or pricing, any such changes must be agreed in writing and signed by both Parties.
- 7.6 **Third Party Rights.** No one has the right to enforce these Terms except for the Supplier or Telehouse.
- 7.7 **Dispute Resolution.** Any disputes or claims that arise out of or in connection with these Terms will be subject to the exclusive jurisdiction of the English courts.
- 7.8 **Governing Law.** These Terms, and all matters connected with it (whether contractual or non-contractual), are subject to English Law.

8. Glossary

The following definitions are used in these Terms:

Deliverables	All Goods and Services.
Good Industry Practice	The standards, practices, methods and procedures that reflects the degree or care, skill, diligence, efficiency, prudence and timeliness that would be reasonably expected from a skilled and experienced entity operating in the same industry and/or providing deliverables similar to the Deliverables.
Goods	Any goods which the Supplier provides to Telehouse (including any of them or any part of them) under these Terms, as detailed in the Order.
Party	Either the Supplier or Telehouse, and Parties shall mean both the Supplier and Telehouse
Services	Any services which the Supplier provides to Telehouse under these Terms, as detailed in the Order.
Supplier	Any Supplier providing goods or services to Telehouse that is bound by these Terms.
Telehouse	Telehouse International Corporation of Europe Limited, a private company limited by shares incorporated in England and Wales with company number 02138407 and whose registered office is at Coriander Avenue, London E142AA.
UK GDPR	the General Data Protection Regulation (EU) 2016/679 as it forms part of the law of the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 and 2020 and its successor laws.
VAT	Value added tax