

Standard Terms and Conditions of Purchase

1. Parties; Items.

between Reed Elsevier (UK) Limited, trading as LexisNexis (company number 2746621), on behalf of itself and its affiliates, will be referred to as . This order may be used to purchase supplies, machinery, equipment, software, and other goods, and may also be used to contract for the performance of services, including, without limitation, escorted maintenance and construction work on premises specified by Purchaser. All goods or services covered by this order, regardless of type, will be referred to as "Items". For purposes of these Terms & Conditions, an "Affiliate" means those persons or entities located in various countries throughout the world which directly, or indirectly, individually or in combination, control, are controlled by, or are under common control with Purchaser's ultimate parent company.

2. Price; Taxes. If a price is stated on this order, the price for the Items shall be the lower of (i) the price set forth on this order, or (ii) Supplier's prevailing market price for such Items. If no price is stated on the front hereof, the price for the Items shall be the lower of (i) the price (if any) last charged or quoted to Purchaser for such Items, or (ii) Supplier's prevailing market price for such Items. As used in this Section, prevailing market price shall mean the lowest price at which goods or services the same as or substantially similar to the Items are offered to or sold by Supplier to any similar Purchaser, under similar circumstances, in quantities similar to those being purchased hereunder, within the period beginning 30 days before the date of this order and ending 30 days after delivery of the Items to Purchaser. Unless otherwise provided in this order, the price includes all applicable taxes and duties and all charges (including insurance) to deliver the Items to the destination specified by Purchaser.

3. Delivery or Completion Date(s). Time is of the essence for delivery of the Items to the Purchaser. If Purchaser has indicated on this order any completion date(s) or date(s) upon which the Items are to be delivered to Purchaser, Purchaser reserves the right to cancel this order if any such date is not met or if prior to any such date, Purchaser has reason to demand adequate assurance of due performance and such assurance is not forthcoming within 10 days after the date of Purchaser's demand. If a delivery or completion date is not specified on this order, a reasonable time will be allowed.

4. Title and Risk; Shipment. Unless otherwise indicated on this order, title and risk of loss with respect to the Items shall remain with Supplier until the Items have been delivered to and accepted by Purchaser, or an agent or consignee duly designated by Purchaser, at the location specified on this order. A packing slip must accompany each such shipment. If a shipment is to a consignee or agent of Purchaser, a copy of the packing slip shall be forwarded concurrently to Purchaser. If no packing slip is sent, the count or weight reported by Purchaser or its agent or consignee shall be final and binding upon Supplier with respect to such shipment.

5. Ownership. Supplier hereby assigns to Purchaser all

notice; (ii) answer, in reasonable detail, any written or oral enquiry from the Purchaser related to the Supplier with this paragraph; and (iii) facilitate the interview of staff employed by Supplier (or any agent of Supplier) at any reasonable time specified by the Purchaser related to Supplier Section.

ances, codes, regulations, standards and judicial or administrative orders, including, but not limited to, those of the United States and the United which is available at

<http://www.reedelsevier.com/corporateresponsibility/policies>;

or any instrumentality of government or any government-owned, operated or controlled entity (including without limitation state-run universities, hospitals or libraries); (ii) political party or party official; or (iii) any candidate for public office; and odging and related expenses of a modest nature, which are directly related to the promotion, demonstration or explanation of products or services or the performance of an existing contract, and provided that such payments are permissible under all Applicable Laws. Purchaser shall have the right to terminate this order in effect on no notice, without liability, for breach of any provisions of this Section.

7. Changes. Purchaser shall have the right to make reasonable change requests (including, without limitation, additions and omissions) from time to time in the Items, their specifications, drawings, designs, quantity, packing instructions, destination, or delivery schedule. If any such change affects the price of the Items or the time required for Supplier's performance under this order, Supplier and Purchaser may negotiate an equitable adjustment in the price or delivery schedule or both, provided that all claims for adjustments under this section shall be made by Supplier to Purchaser in writing within 30 days after Purchaser makes the change to which the adjustment relates. No adjustment in the terms of this order shall be binding upon Purchaser unless Purchaser has agreed in writing to the same.

8. Inspection. Purchaser may inspect the Items during their manufacture, construction, or preparation at reasonable times and shall have the right to (a) inspect and (b) accept (or reject) such Items at the time of their delivery and/or completion. Notwithstanding previous inspection or acceptance by Purchaser, if defects or nonconformities for which Supplier is responsible under the terms of this order are revealed by subsequent inspection, analysis, manufacturing operations, use, or otherwise, Purchaser may reject or revoke its acceptance of any affected Items within a reasonable time after such defects or nonconformities are discovered.

9. Warranty by Supplier. Supplier warrants all Items delivered hereunder will be free from defects in material and workmanship, will (where services) be carried out with all due skill, care and diligence, will be of good and merchantable quality, will conform strictly to any specifications, drawings, or samples which may have been provided to or furnished by

13. Confidentiality. Supplier shall disclose or transfer Confidential Information or Confidential Materials received from Purchaser. Supplier may use the Confidential Materials and Confidential Information only for the purpose of performing its obligations under this order. The Supplier agrees that any breach of this provision by the other would cause irreparable injury not adequately compensable with monetary damages. Accordingly, in addition to any rights otherwise available at law, in equity or by statute, Purchaser is entitled to injunctive and other equitable relief. For the purposes of this order,

deemed confidential by a reasonable person receiving such information and is provided by Purchaser to Supplier under this order

Information shall not include any information which (i) was in the public domain prior to the execution of this order, (ii) becomes part of the public domain through no wrongful action by the Supplier, (iii) was already known by Supplier without any breach of a confidentiality obligation by the disclosing party, or (iv) is independently developed

14. Purchaser's Specifications, Technical Data, Etc. Any specifications, drawings, notes, instructions, engineering notices, or technical data furnished by Purchaser to Supplier or referred to in this order shall be deemed to be incorporated herein by reference

rather be deemed to be a counter-offer.

22. Severability. In the event that any provision hereof shall violate any applicable statute, ordinance, or rule of law, such provision shall be ineffective to the extent of such violation without invalidating any other provision hereof.

23. Governing Law. This order (including non-contractual obligations) shall be governed by the laws of England and Wales and each party hereby submits themselves to the exclusive jurisdiction of the Courts of England to resolve any and all disputes or claims arising out of or in connection with this order (including non-contractual disputes or claims)

24. Employment by the Supplier. Supplier shall ensure that for the entire period of this order that all persons that it may contract with to provide the Items (which shall include without limitation its employees, sole traders and sub-contractors) (for

employment agreement or relationship between Purchaser and any Person, and that it will be responsible for payment of any salaries, fees, holiday pay and any benefits to which any Persons may be entitled. Supplier further agrees that it is responsible for submitting or procuring the submission of all necessary forms for the payment of all taxes and contributions of any kind whatsoever (including VAT, income tax and National Insurance or similar contributions) that may become due and payable to Persons as a result of the provision of Items hereunder. Supplier further agrees that for the entire period of this order that it complies with all anti-discrimination legislation under applicable law, including but not limited to the Equality Act 2010. Supplier will indemnify and keep indemnified Purchaser against any liability, loss, damage, cost, claim or expense Purchaser suffers or incurs as a result of any claim that any Person is an employee, worker or contractor of Purchaser and of any breach of this clause.