

ANTI BRIBERY & ANTI CORRUPTION CONDITIONS

1. For the purposes of these conditions:
 - 1.1. “the Company” means Nippon Express (UK) Limited.
 - 1.2. “the Customer” means any party with whom the Company enters into an agreement including all associated persons (such as employees, agents and sub-contractors).
 - 1.3. “the Contract” means the contract or any agreement between the Customer and the Company into which these conditions are incorporated.
 - 1.4. “the Parties” means the Company and the Customer collectively.
 - 1.5. “the Relevant Law” means all applicable laws in England, statutes, regulations, and codes relating to anti bribery and anti-corruption, including but not limited to the Bribery Act 2010, and any subsequent amendment thereto.

2. The Parties each agree and undertake to the other that, for the duration of the Contract they shall respectively:
 - 2.1. comply and act in a manner consistent with the Relevant Law;
 - 2.2. not engage in any activity, practice or conduct which would constitute an offence under the Relevant Law were such activity, practice or conduct to have been carried out in England and Wales;
 - 2.3. ensure that any person associated with it, who is performing services or providing goods in connection with the Contract, does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed in these conditions;
 - 2.4. maintain their own policies and procedures to ensure compliance with the Relevant Law and shall enforce them where appropriate.

3. The Parties agree that they will not offer, promise, request, effect, permit or procure any improper payments, or any gifts/financial advantage of any kind, to be given or received as inducements by or on their behalf with the intention of:
 - 3.1. influencing the judgment of others regarding their business, goods, products, and services, or those of any other company; or,
 - 3.2. gaining an improper advantage in relation to their business, goods, products, and services.

4. Further, the Parties agree that they will not offer, promise, request, effect, permit or procure:
 - 4.1. any facilitation or expediting payments or the giving of anything of value to speed up routine Government action; or
 - 4.2. any payment or gift of any money or anything of value or other benefit derived from the Contract to any person for the purpose of:
 - 4.2.1. obtaining or retaining business for the Parties or obtaining or retaining an advantage in the conduct of business for the Parties; or
 - 4.2.2. influencing official actions or decisions affecting the Contract, while knowing or having reason to know that any portion of this money, gift, benefit, or thing will, directly or indirectly, be given, offered, or promised to:
 - (a) an employee, officer, director of Government agencies or entities controlled by Governments, and any public international organisation and their immediate family members; or,
 - (b) any other person acting in an official capacity for any Governmental Authority or its instrumentality; or,
 - (c) any political party official or candidate for political office.

5. The Parties agree not to accept any gift, any item of value, or any payment whatsoever which is not in the usual course of their employment or business, from any entity or individual whatsoever in relation to the performance of their obligations under the Contract.
6. If there is a breach of these conditions, the party in breach should immediately contact the other, providing details in writing of the breach.
7. If one party to the Contract reasonably believes that the other party is in breach of any of its obligations under these conditions, the non-breaching party may terminate the Contract forthwith upon written notice (supported by reasonable evidence) to the other without prejudice to the non-breaching party's rights under the Contract or generally.
8. Breach of any of the provisions in this condition/clause shall be deemed a material breach of the Contract entered by the Parties, entitling the innocent party to terminate the Contract immediately.