



EDI Agreement

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Author: Arjan Vonk
Role: e-Commerce/EDI Consultant
OpCo: Bunzl Continental Europe

EDI Agreement



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EDI Agreement



3. Description

To ensure the correct operations and security of EDI processes, Bunzl Continental Europe requires our partners that want/need to exchange information via technical means, to sign this document. This document is applicable to partners that are not part of, or use services of 3rd parties that are part of, the EESPA and/or Peppol community.

This document is based on EU recommendation 94/820 dated 19th of November 1994, and published in Official Journal L338 on December 12th 1994.

4. The Agreement

This Electronic Data Interchange (EDI) Agreement is concluded by and between:

Bunzl Continental Europe (hereinafter referred to as Bunzl), including operating companies residing under Bunzl Continental Europe

And

.....

hereinafter referred to as 'the parties',

4.1 Article 1

Object and scope

1.1. The 'Model EDI Agreement', hereinafter referred to as 'the Agreement', specifies the legal terms and conditions under which the parties, conducting transactions by the use of electronic data interchange (EDI), operate.

1.2. The Agreement consists of the legal provisions set out in the following and can be completed by a Technical Annex

1.3. The provisions of the Agreement are not intended to govern the contractual obligations arising from the underlying transactions effected by the use of EDI.

4.2 Article 2

Definitions

2.1. For the purpose of the Agreement, the following terms are defined as follows;

2.2. EDI:

Electronic data interchange is the electronic transfer, from computer to computer, of commercial and administrative data using an agreed standard to structure an EDI message.

2.3. EDI message:

An EDI message consists of a set of segments, structured using an agreed standard, prepared in a computer readable format and capable of being automatically and unambiguously processed.

4.3 Article 3

Validity and formation of contract

3.1. The parties, intending to be legally bound by the Agreement, expressly waive any rights to contest the validity of a contract effected by the use of EDI in accordance with the terms and conditions of the Agreement on the sole ground that it was effected by EDI.

3.2. Each party shall ensure that the content of an EDI message sent or received is not inconsistent with the law of its own respective country, the application of which could restrict the content of an EDI message, and shall take all necessary measures to inform without delay the other party of such an inconsistency.

4.4 Article 4

Admissibility in evidence of EDI messages

To the extent permitted by any national law which may apply, the parties hereby agree that in the event of dispute, the records of EDI messages, which they have maintained in accordance with the terms and conditions of this Agreement, shall be admissible before the Courts and shall constitute evidence of the facts contained therein unless evidence to the contrary is adduced.

4.5 Article 5

Processing of EDI messages

5.1. EDI messages shall be processed as soon as possible after receipt.

5.2. An acknowledgement of receipt is not required unless requested.

An acknowledgement of receipt can be requested by the sender in an EDI message.

5.3. Where an acknowledgement is required by Bunzl, the receiver of the EDI message to be acknowledged shall ensure that the acknowledgement is sent within one business day of the time of receipt of the EDI message to be acknowledged.

A business day means any day except a Saturday, Sunday or any declared public holiday in the intended place of receipt of an EDI message.

The receiver of an EDI message requiring an acknowledgment shall not act upon the content of the EDI message until such acknowledgement is sent.

5.4. If the sender does not receive the acknowledgement of receipt within the time limit, he may, upon giving notification to the receiver to that effect, treat the EDI message as null and void as from the expiration of that time limit or initiate an alternative recovery procedure as specified in the Technical Annex, to ensure effective receipt of the acknowledgement.

In case of failure of the recovery procedure, within the time limit, the EDI message will definitely be treated as null and void, as from the expiration of that time limit, upon notification to the receiver.

4.6 Article 6

Security of EDI messages

6.1. The parties undertake to implement and maintain security procedures and measures in order to ensure the protection of EDI messages against the risks of unauthorized access, alteration, delay, destruction or loss.

6.2. Security procedures and measures include the verification of origin, the verification of integrity, the non-repudiation of origin and receipt and the confidentiality of EDI messages.

Security procedures and measures for the verification of origin and the verification of integrity, in order, to identify the sender of any EDI message and to ascertain that any EDI message received is complete and has not been corrupted, are mandatory for any EDI message. Where required, additional security procedures and measures may be expressly specified.

6.3. If the use of security procedures and measures results in the rejection of, or in the detection of an error in an EDI message, the receiver shall inform the sender thereof, within the specified time limit.

The receiver of an EDI message which has been rejected, or which contains an error shall not act upon the EDI message before receiving instructions from the sender. Where a rejected or erroneous EDI message is retransmitted by the sender, the EDI message should clearly state that it is a corrected EDI message.

4.7 Article 7

Confidentiality and protection of personal data

7.1. The parties shall ensure that EDI messages containing information specified to be confidential by the sender or agreed mutually to be confidential between the parties, are maintained in confidence and are not disclosed or transmitted to any unauthorized persons nor used for any purposes other than those intended by the parties.

When authorized, further transmission of such confidential information shall be subject to the same degree of confidentiality.

7.2. EDI messages shall not be regarded as containing confidential information to the extent that such information is in the public domain.

7.3. The parties may agree to use a specific form of protection for certain messages such as a method of encryption to the extent permitted or required by law in either of their respective countries.

7.4. Where EDI messages which include personal data are sent or received in countries where no data protection law is in force, and until a relevant Community legislation is implemented, each party agrees as a minimum standard, to respect the provisions of the automatic processing of personal data.

4.8 Article 8

Recording and storage of EDI messages

8.1. A complete and chronological record of all EDI messages exchanged by the parties in the course of a trade transaction shall be stored by each party, unaltered and securely, in accordance with the time limits and specifications prescribed by the legislative requirements of its own national law, and, in any event, for a minimum of one year following the completion of the transaction.

8.2. Unless otherwise provided by national laws, EDI messages shall be stored by the sender in the transmitted format and by the receiver in the format in which they are received.

8.3. Parties shall ensure that electronic or computer records of the EDI messages shall be readily accessible, are capable of being reproduced in a human readable form and of being printed, if required. Any operational equipment required in this connection shall be retained.

4.9 Article 9

Operational requirements for EDI

9.1. The parties undertake to implement and maintain the operational environment to operate EDI according to the terms and conditions of this Agreement, which includes but is not limited to the following:

9.2. Operational equipment

The parties shall provide and maintain, the equipment, software and services necessary to transmit, receive, translate, record and store EDI messages.

9.3. Means of communication

The parties shall determine the means of communication to be used, including the telecommunication protocols and if required, the choice of third party service providers.

9.4. EDI message standards

All EDI messages shall be transmitted in accordance with the applicable standards, recommendations and procedures as approved by the United Nations Economic Commission for Europe (UN/ECE-NP) and with European standards, or any other standard/format as agreed upon between parties.

9.5. Codes

Data element code lists referred to in EDI messages shall include UN/Edifact maintained code lists, international code lists issued as ISO international standards and UN/ECE or other officially published code lists.

Where such code lists are not available, preference shall be given to the use of code lists published, maintained and ensuring correspondences with other coding systems.

4.10 Article 11

Liability

11.1. No party to this Agreement shall be liable for any special, indirect or consequential damages caused by a failure to perform its obligations of this Agreement.

11.2. No party to this Agreement shall be liable for any loss or damage suffered by the other party caused by any delay or failure to perform in accordance with the provisions of this Agreement, where such delay or failure is caused by an impediment beyond that party's control and which could not reasonably be expected to be taken into account at the time of conclusion of the Agreement or the consequences of which could not be avoided or overcome.

11.3. If a party engages any intermediary to perform such services as the transmission, logging or processing of an EDI message, that party shall be liable for damage arising directly from that intermediary's acts, failures or omissions in the provision of said services.

11.4. If a party requires another 3rd party to use the services of an intermediary to perform the transmission, logging or processing of an EDI message, the party who required such use shall be liable to the other party for damage arising directly from that intermediary's acts, failures or omissions in the provision of said services.

11.5 If a party requires another 3rd party to use the services of an intermediary to perform the transmission, logging or processing of an EDI message, the party who required such use shall not:

- charge the other party for any activity or communication cost arising directly from that intermediary
- or force the services of the 3rd party upon the other partner
- or force the partner to use and pay for the services of the 3rd party.

4.11 Article 12

Dispute resolution

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the arbitration of a person or institute to be agreed by the parties.



4.12 Article 13

Applicable law

Without prejudice to any mandatory national law which may apply to the parties regarding recording and storage of EDI messages or confidentiality and protection of personal data, the Agreement is governed by the law of The Netherlands.

4.13 Article 14

Effect, modifications, term and severability

14.1. Effect

The Agreement shall be effective from the date on which it is signed by the parties.

14.2. Modifications

Where required, additional or alternative provisions to the Agreement, agreed in writing by the parties, will be considered as part of the Agreement as from their signature.

14.3. Term

Any party may terminate the Agreement by giving not less than one month's notice either by registered post or by any other means agreed between the parties. Termination of the Agreement shall only affect transactions after that date. The Agreement will also be terminated in case the EDI message flow is stopped because of commercial reasons (end of contract and such).

Notwithstanding termination for any reason, the rights and obligations of the parties referred to in Articles 4, 6, 7 and 8 shall survive termination.

14.4. Severability

Should any Article or part of an Article of the Agreement be deemed invalid, all other Articles shall remain in full force and effect.

EDI Agreement



5. Signing

On behalf of Bunzl

Name:

Date

On behalf of the partner

Name:

Date: