

Goods for Re-sale Terms and Conditions of Purchase (V6)

Grafton Group Plc

Agreement: means the agreement for the sale and purchase of Products and/or Services made between the Purchaser and the Supplier, incorporating the G1, the Order, and these Conditions, or just the Order and these Conditions if no G1 has been entered.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Conditions: these Goods for Re-sale Terms and Conditions of Purchase (V6).

Data Protection Legislation: up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

Delivery Date: the date specified in an Order for delivery of Products.

Delivery Location: the location specified for delivery of Products specified in an Order.

Discontinued Stock: any Product or Product range which is discontinued for any reason or of which there is an updated model, version or range.

G1: the Grafton Group plc G1 Purchasing Agreement signed by the Supplier and by Grafton Group plc on behalf of the Purchaser, as amended by any 'supplier terms amendment sheet', or similar document, signed by both parties.

GDPR: General Data Protection Regulation ((EU) 2016/679).

Group: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

Mandatory Policies: the Purchaser's business policies and codes listed in Schedule 1, as amended by notification to the Supplier from time to time.

Order: a purchase order submitted by the Purchaser.

Products: the products specified in the Order.

Purchaser: the member of the Grafton Group plc Group which issues the Order.

Services: any services described and requested in the Order or in the G1, including the delivery and off-loading of Products.

Specification: any specification for the Products, including any related plans and drawings, that is agreed by the Purchaser and the Supplier.

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Supplier: the person or firm from whom the Purchaser purchases the Products and/or Services.

Term: the express term of the G1, plus, if the parties are still doing business, the period between expiry of that express term and the date on which a new signed G1 commences.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and shall include all subordinate legislation. A reference to **writing** or **written** includes fax and email. Any words following the term **including** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. Where there is a conflict between the G1 and these Goods for Re-sale Terms and Conditions of Purchase (V3), the G1 shall prevail. Where there is a conflict between the G1 and the terms of an Order, the Order shall prevail.

1. Basis of the sale

- 1.1 During the Term, the Supplier shall supply, and the Purchaser shall purchase, such quantities of Products as the Purchaser may order, in accordance with the Agreement. The Purchaser shall place its Orders by fax, phone or EDI. Orders for direct to site deliveries shall be placed through the Supplier's nominated sales office.
- 1.2 The Order constitutes an offer by the Purchaser to purchase the Products in accordance with the Agreement. The Order shall be deemed to be accepted on the earlier of (a) the Supplier issuing a written acceptance of the Order or (b) the Supplier doing any act consistent with fulfilling the Order. The terms of this Agreement shall apply to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with this Agreement.
- 1.3 Where the Supplier has previously supplied to the Purchaser goods similar to the Products, no change in specification shall be made without the Purchaser's written consent.
- 1.4 Statements and representations made by the Supplier its employees or agents relating to the Products or Services, prior to any Order, shall be terms of the Agreement.
- 1.5 The Purchaser may, by written notice given at any time prior to despatch of the Products or performance of the Services, amend or cancel the Order.
- 1.6 The Purchaser may return up to 5% (or the percentage stated in the G1) in value of the Products provided the Products are in re-saleable condition.

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1.7 The Supplier shall give the Purchaser at least three months' notice of any of the Products or Product ranges becoming Discontinued Stock, and shall pay for any point of sale information to assist the Purchaser to sell all Discontinued Stock. If the Supplier fails to give such notice, then, within 30 days of the date on which the Products became Discontinued Stock (which shall be the earlier of the date the Supplier is no longer selling the Product and the date on which an updated model, version or range of the Product is available for purchase in the market place), it will (a) at its cost collect from the Purchaser all remaining unsold Discontinued Stock and (b) credit the full original invoice value of the unsold Discontinued Stock to the Purchaser.

2. Manufacture, quality and packing

2.1 The Supplier shall at all times maintain sufficient manufacturing capacity, stocks of raw materials and packaging, stocks of Products, and disaster recovery systems, to enable it to meet the Purchaser's requirements for Products. The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits needed to carry out its obligations under this Agreement.

2.2 The Supplier shall manufacture, pack and supply the Products in accordance with all generally accepted industry standards and practices that are applicable.

2.3 The Products supplied to the Purchaser by the Supplier under the Agreement shall: (a) correspond with their description and any applicable Specification; (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended), of the best materials and workmanship, and fit for any purpose held out by the Supplier or made known to the Supplier by the Purchaser expressly or by implication, and in this respect the Purchaser relies on the Supplier's skill and judgement; (c) be free from defects in design, material and workmanship and remain so for an appropriate period depending on the nature of the Products, which shall be a minimum period of two years after delivery, or any longer warranty period offered by the manufacturer, specified in the G1 or otherwise agreed by the parties; (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Products. The Supplier shall honour any guarantee or warranty offered by it or the manufacturer and provide all spare parts (together with adequate instructions) at a reasonable cost for a minimum period of the expected life of the Products or a period of six years whichever is the greater.

2.4 The Supplier shall perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade.

2.5 The Purchaser, and its customers, may enter the Supplier's premises at reasonable times to inspect the manufacturing facilities and the equipment used by the Supplier in the manufacture of the Products, and inspect, test and take samples of the raw materials, the

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packaging and the Products, and inspect stock levels. The Supplier shall remain fully responsible for the Products despite any such inspection and testing and any such inspection and testing shall not reduce or otherwise affect the Supplier's obligations under the Agreement. If, following an inspection, the Purchaser reasonably considers that the Products are not or are not likely to comply with this Agreement, the Purchaser shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure that the Products are, or will be, compliant.

- 2.6 The Products shall bear the Supplier's name or identification mark, and a unique batch number which is (a) recorded by the Supplier, (b) noted on the invoice, delivery and advice notes, and (c) in such style, typeface and position as is approved by the Purchaser. If requested by the Purchaser, the Products shall also bear a bar code.

3. Delivery

- 3.1 The Supplier shall ensure that the Products are properly packed and secured in such manner as to enable them to reach their destination in good condition.
- 3.2 The Supplier shall deliver the Products specified in each Order to the Delivery Location on the Delivery Date, during the Purchaser's normal business hours. The Delivery Location may be anywhere in the United Kingdom or the Republic of Ireland, including Northern Ireland, the Isle of Wight, Anglesey, the Scilly Isles, Orkney, Shetland, the Hebridean archipelagos, the Isle of Man and the Channel Islands. The time of delivery is of the essence of the Agreement.
- 3.3 The Supplier may deliver Products of up to £10,000 in value direct to the Purchaser's customer (direct to site) but any higher value direct to site deliveries require the Purchaser's prior written consent, otherwise the Purchaser shall withhold payment for the Products until the third party recipient has paid the Purchaser for them.
- 3.4 Delivery of an Order shall be complete on the completion of unloading of the Order at the Delivery Location.
- 3.5 The Supplier shall not deliver the Products in instalments without the Purchaser's prior written consent.
- 3.6 In addition to its other obligations concerning delivery, the Supplier shall meet the Purchaser's On Time In Full service level, as set out in Schedule 2.
- 3.7 If an Order is not delivered on the specified Delivery Date, then, without limiting any other right or remedy the Purchaser may have, the Purchaser may: (a) refuse to take any subsequent attempted delivery of the Order; (b) terminate the Order with immediate effect; (c) obtain substitute products from another supplier and recover from the Supplier

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any costs and expenses reasonably incurred by the Purchaser in obtaining such substitute products (substitute products obtained from a third party supplier pursuant to this clause shall be deemed to count towards the volume purchased for the purposes of the rebate (if any)); and (d) claim damages for any other costs, expenses or losses resulting from the Supplier's failure to carry out its obligations under the Agreement.

- 3.8 If the Products are not delivered on the Delivery Date the Purchaser may, at its option, claim or deduct 25% of the price of the Products for each week's delay by way of liquidated damages, as an alternative to any of the remedies set out in clause 3.7 in respect of the late delivery (but such remedies shall be available in respect of the Products' condition).
- 3.9 Each delivery of Products shall be accompanied by a delivery note (in duplicate) from the Supplier showing the Order number, the Supplier's full name and address, full details of the Delivery Location, a clear notice if the contents are hazardous or fragile, the EAN Bar Code numbers of the Products, a date code with a clear product description, and the quantity within the delivery (and, where the delivery is in instalments, any outstanding amounts still to be delivered). Direct to site deliveries shall be accompanied by a delivery note which includes the third party's order number or site reference. The Supplier must obtain a signed proof of delivery in direct to site cases, and keep it for six months.
- 3.10 If the Supplier requires the Purchaser to return any packaging materials to the Supplier, that fact must be clearly stated on the delivery note accompanying the relevant Order, and any such returns shall be at the Supplier's expense.
- 3.11 The Purchaser's rights and remedies under any part of the Agreement are in addition to its rights and remedies implied by statute and common law, including all the terms implied by the Sale of Goods Act 1979.

4. Acceptance and defective products

- 4.1 The Purchaser shall not be deemed to have accepted any Products until it has had a reasonable time to inspect them following Delivery, or, in the case of a latent defect in the Products, until a reasonable time after the latent defect has become apparent. If the Purchaser notifies the Supplier of a rejection the Supplier must respond within 36 hours giving any reasons for disagreement and, within 72 hours of a request by the Purchaser, attend a joint inspection at the Delivery Location.
- 4.2 If any Product delivered to the Purchaser does not comply with clause 2.3, or are otherwise not in conformity with the terms of the Agreement, then, without limiting any other right or remedy that the Purchaser may have, the Purchaser may reject those Products and: (a) require the Supplier to repair or replace the rejected Products at the Supplier's risk and expense within two Business Days of being requested to do so; or (b)

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require the Supplier to repay the price of the rejected Products in full (whether or not the Purchaser has previously required the Supplier to repair or replace the rejected Products); and (c) claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Products that do not conform with the terms of the Agreement.

- 4.3 The terms of this Agreement shall apply to any repaired or replacement Products supplied by the Supplier.
- 4.4 If the Supplier fails to promptly repair or replace rejected Products in accordance with clause 4.2, the Purchaser may, without affecting its rights under clause 4.2, obtain substitute products from a third party supplier, or have the rejected Products repaired by a third party, and the Supplier shall reimburse the Purchaser for the costs it incurs in doing so.

5. Title and risk

Title and risk in Products shall pass to the Purchaser on completion of delivery.

6. Prices

- 6.1 The price of the Products and Services for the Term shall be as set out in the G1 or, if there is no G1, the Order or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of the Order. The quoted price includes packing, packaging, delivery to the Delivery Location, insurance, and all duties and levies other than VAT.
- 6.2 The Purchaser shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier. If the G1 contains specific rebate terms, after the end of each calendar month, the Supplier shall submit a statement to the Purchaser showing the quantities of Products purchased during that month and the rebate that is due under the terms of the G1 (**Rebate Statement**). Unless the Purchaser disputes the Rebate Statement, the Supplier shall pay the rebate to the Purchaser in cleared funds to the bank account nominated in writing by the Purchaser within five Business Days of receipt of the Rebate Statement. Where the rebate involves volume or monetary increments, 11 equal payments and a final balancing payment will be made.
- 6.3 The Supplier agrees that if at any time during the Term it sells any Product to a comparable Purchaser for less than the Product Price then in force for that Product, it shall reduce the relevant Product Price to match the lower price for so long as the lower price is available (but for no longer) and shall refund the Purchaser the difference between the Product price under the Agreement and the lower price in respect of its purchases of the Product after the Supplier began charging the lower price. For the purposes of this clause, "comparable" means a Purchaser that purchases products in substantially similar volumes as the Purchaser on broadly similar terms and conditions. In

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the event that the Purchaser's Group acquires another business during the Term and is willing to allow the newly acquired business to purchase Products from the Supplier under the Agreement, the Product prices shall be the lower of the price paid by the Purchaser under the Agreement and the price until then paid by the acquired business.

- 6.4 Marketing allowances which are agreed in writing by the Purchaser shall be due prior to the event or promotion to which they relate.

7. Price review, supplier records and disputes

- 7.1 The parties shall meet at least once per year to review and, where appropriate, agree changes to the Product prices (**Product Price Review**). Agreed changes shall take effect on 1 January, 1 April, 1 July or 1 October but no sooner than three months from the request for a Product Price Review. In agreeing prices, the parties shall have regard to the following factors: changes to the Supplier's costs of manufacturing and distributing the Products; the volumes of Products ordered by, and supplied to, the Purchaser; the price at which the Supplier supplies the Products to comparable Purchasers; the prices at which comparable products are supplied by other suppliers in the open market; any cost reductions achieved by the Supplier since the last Product Price Review (to the extent that they have not already been taken into account in the Product prices).

- 7.2 All the terms of a G1 shall remain in force pending the signing of a new G1.

- 7.3 The Supplier shall provide all such evidence as the Purchaser may reasonably request in order to verify invoices submitted by the Supplier, Rebate Statements and cost reductions achieved by the Supplier (including the dates on which cost reductions were achieved). In addition, the Supplier shall, on request, allow the Purchaser to inspect and take copies of (or extracts from) all relevant records and materials of the Supplier relating to the supply of the Products as may be reasonably required in order to verify such matters.

8. Terms of payment

- 8.1 The Supplier shall be entitled to invoice the Purchaser for each Order on or at any time after Delivery. Each invoice shall quote the relevant Order numbers and be addressed to the following unless otherwise directed by the Purchaser:

Grafton Merchanting GB, 1st Floor West, Unipart House, Garsington Road, Cowley, Oxford, OX4 2PG.

- 8.2 The Purchaser shall pay invoices in full in the first working week after the end of the month to which the agreed settlement period is applied e.g. invoice dated 01st Feb (60

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days terms) will be paid on or around 03rd May. Payment shall be made to the bank account nominated in writing by the Supplier.

- 8.3 If a party fails to make any payment due to the other under the Agreement by the due date for payment, then, without limiting the other party's remedies under clause 21.2, the defaulting party shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. In relation to payments disputed in good faith, interest under this clause is payable only after the dispute is resolved, on sums found or agreed to be due, from five days after the dispute is resolved until payment.
- 8.4 If the Purchaser disputes any invoice or other statement of monies due, the Purchaser shall immediately notify the Supplier in writing. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Supplier shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. Where only part of an invoice is disputed, the undisputed amount shall be paid on the due date as set out in clause 8.2. The Supplier's obligations to supply the Products shall not be affected by any payment dispute.
- 8.5 The Purchaser may, without limiting any other rights or remedies it may have, set off any amounts owed to it by the Supplier against any amounts payable by it to the Supplier. The Supplier shall not be entitled to dispute a deduction made by the Purchaser pursuant to this clause 8.5 after the date which is six months from the date on which the deduction was made.

9. Purchaser materials

The Supplier acknowledges that all materials, equipment and tools, drawings, specifications, and data supplied by the Purchaser, and any designs, drawings, materials or data produced by the Supplier for the Purchaser under any Order, and all rights in them including intellectual property rights, are and shall remain the exclusive property of the Purchaser.

10. Insurance

- 10.1 The Supplier shall maintain in force the following insurance policies, both during the Term and for 12 years after it, with reputable insurance companies: (a) public liability insurance for not less than £10 million per claim; (b) product liability insurance for not less than £10 million per claim; and (c) product recall insurance for not less than £5 million per claim. On the Purchaser's written request, the Supplier shall provide the Purchaser with copies of the insurance policy certificates and details of the cover provided. The Supplier shall

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ensure that any subcontractors also maintain adequate insurance having regard to the obligations under the Agreement which they are contracted to fulfil. The Supplier shall do nothing to invalidate any insurance policy or to prejudice the Purchaser's entitlement under it, and shall notify the Purchaser if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change. The Supplier's liabilities under the Agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in clause 10.1.

11. Compliance with laws and policies

In performing its obligations under the Agreement, the Supplier shall and shall procure that each member of its Group and all its suppliers and subcontractors comply with all applicable laws, statutes, regulations and codes from time to time in force, and the Mandatory Policies.

12. Records and data protection

12.1 The Supplier shall keep all records relating to the Products and Services in legible form for a minimum of five years following termination of the Agreement.

12.2 To the extent that the Supplier processes personal data (both as defined under the Data Protection Legislation) the Supplier will comply with all applicable requirements of the Data Protection Legislation. Without prejudice to the generality of the foregoing, the Supplier shall (a) only use the personal data for the purposes of the Agreement, (b) follow all the written instructions of the Purchaser in relation to the personal data, (c) not transfer personal data to any third party or outside of the European Economic Area, (d) ensure that it has in place appropriate technical and organisational measures, reviewed by the Purchaser if requested, to protect the personal data, (e) assist the Purchaser in responding to any request from a data subject and in ensuring compliance with the GDPR with respect to security breach notifications, (f) notify the Purchaser without undue delay on becoming aware of a personal data breach, and (g) indemnify the Purchaser (and members of its Group) against any loss or damage suffered by the Purchaser in relation to any breach by the Supplier of this clause.

13. Modern Slavery

The Supplier shall ensure that it, and all persons associated with it, comply fully with the Modern Slavery Act 2015 and shall notify the Purchaser as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Agreement, such notice to set out full details of the circumstances. The Supplier shall implement due diligence procedures for its subcontractors, and suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains, and shall include in its contracts with these persons anti-slavery and human trafficking provisions. The Supplier shall indemnify the Purchaser

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(and members of its Group) against any loss or damage suffered by the Purchaser (or its Group) as a result of any breach by the Supplier of this clause.

14. Bribery

The Supplier shall ensure that it, and all persons associated with it, shall not offer or agree to give any person working for or engaged by the Purchaser any gift or other consideration which could act as an inducement or a reward for any act or omission connected to the Agreement, or any other agreement between the Supplier and the Purchaser (or any member its Group). The Supplier represents and warrants that it has no knowledge of any money having been, or proposed to be, paid to any person working for or engaged by the Purchaser. The Supplier shall immediately report any such financial transaction or proposed transaction it gains knowledge of to the Purchaser. Any dispute relating to the interpretation of this clause or the value of any gift shall be determined by the Purchaser.

15. WEEE and packaging waste

To the extent that the Products include electrical products, the Supplier undertakes to perform the role of distributor as defined in the European Directive on Waste Electrical and Electronic Equipment and so take back waste. All packaging must comply with the Packaging (Essential Requirements) Regulations 1998, and the Supplier must limit packaging to the minimum, design it to maximise its recyclability, and to minimise hazardous substances within it. The Supplier shall inform the Purchaser in writing of packaging weight by waste type for all Products. The Purchaser may audit or inspect the Supplier's data or facilities to ensure compliance with this clause.

16. Safety, instructions and certificates

The Supplier shall comply with all site rules communicated to it as being relevant to the Delivery Location, or location for performance of Services. The Supplier shall supply with the Products all instructions, information, warnings, installation instructions, maintenance instructions and manuals as are reasonably necessary for the installation and use of the Products. The Supplier shall have up to date test certificates and quality control certificates in respect of the Products in place at all times and make them available to the Purchaser on request.

17. Complaints and Product recalls

- 17.1 If the Purchaser informs the Supplier of any actual or potential claim involving the Products or Services, the Supplier will promptly (and within 14 days) inspect the Products, whether at the Purchaser's or a third party's premises, and submit an expert report to the Purchaser of its findings promptly (and within the next 14 days), but neither party shall be bound by the findings in any such report.

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17.2 The Supplier shall notify the Purchaser immediately upon becoming aware of any reason which may lead to the Supplier or the Purchaser carrying out a Product recall. If, in the reasonable opinion of the Purchaser, a recall is necessary, the Purchaser shall promptly inform the Supplier of its decision and its reasons, and the Supplier shall respond in writing within 24 hours. Any dispute over the proposed recall shall be determined by the Purchaser, acting reasonably. The Supplier shall indemnify the Purchaser and members of its Group against all loss and damage suffered in connection with any recall of any Product. The Purchaser shall use its reasonable endeavours to mitigate any such loss and damage.

18. Indemnity

18.1 The Supplier shall indemnify and keep indemnified the Purchaser and its Group companies against all liabilities, costs, expenses, damages and losses (including professional costs and expenses) arising out of or in connection with any claim made against the Purchaser or any of its Group companies: (a) for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Products; (b) by a third party arising out of, or in connection with, the supply of the Products, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement by the Supplier, its employees, agents or subcontractors; and (c) by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Products, to the extent that the defect in the Products is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.

18.2 If a payment due from the Supplier under this clause is subject to tax the Purchaser shall be entitled to receive such amount as shall ensure that the net receipt is the same as it would have been were the payment not subject to tax.

19. Assignment and other dealings

19.1 The Purchaser may assign any or all of its rights and obligations under the Agreement to a member of its Group. The Supplier shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the Purchaser. If the Purchaser consents to any subcontracting the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

20. Confidentiality and publicity

20.1 Each party undertakes that it shall not at any time during this agreement and for a period of two years after termination disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of its Group, including information relating to a party's operations, processes,

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plans, product information, know-how, designs, trade secrets, software, market opportunities and customers, except to its employees, officers, agents, consultants or subcontractors who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement, and as may be required by law or a regulatory authority. Neither party shall use the other's confidential information for any purpose other than the purposes of the Agreement.

- 20.2 The Supplier shall not use the name or logo of the Purchaser or any member of its Group for any promotional or publicity purpose.

21. Termination

- 21.1 Without affecting any other right or remedy available to it, the Purchaser may terminate the Agreement on giving not less than three months' written notice to the Supplier.
- 21.2 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if the other party commits a material breach of the Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so, or the other party repeatedly breaches any of the terms of the Agreement, or if the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986. The Purchaser may terminate the Agreement immediately if the Supplier undergoes a change of control, or breaches clause 12 (records and data protection), 13 (modern slavery) or 14 (bribery).
- 21.3 On termination of the Agreement, (a) all monies then owed by either party to the other party shall become immediately due, and (b) each party shall promptly return to the other party documents and materials (and any copies) containing the other party's confidential information. Any clause which by implication should survive termination shall survive, including clause 18 (indemnity). Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

22. Force majeure

Force Majeure Event means any circumstance not within a party's reasonable control, not including failure of suppliers or subcontractors. Provided it has complied with this clause, if a party is prevented, hindered or delayed in or from performing any of its obligations under the Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of the Agreement. The Affected Party shall

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immediately notify the other party of the Force Majeure Event. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than three weeks, the party not affected by the Force Majeure Event may terminate the Agreement immediately by giving written notice to the Affected Party.

23. Multi-tiered dispute resolution procedure

If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it then either party shall give to the other written notice of the dispute, setting out its nature and particulars, together with relevant supporting documents. Nothing in this Agreement shall prevent the parties commencing or continuing mediation, arbitration, expert determination or court proceedings in relation to the dispute.

24. Notices, waiver, invalidity, variation, no solicitation, and law

- 24.1 Any notice given to a party under or in connection with the Agreement shall be in writing, addressed to that party at its registered office or such other address as may at the relevant time have been notified pursuant this clause to the party giving the notice. If sent by pre-paid first-class post or other next working day delivery service, it shall be deemed received at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 24.2 A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 24.3 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.
- 24.4 No variation of the Agreement, including the introduction of additional terms, shall be effective unless it is in writing and signed by the Purchaser.
- 24.5 The Supplier shall not solicit any of the Purchaser's employees and shall not employ an employee from the Purchaser without discussion with the Purchaser.
- 24.6 The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed

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by and construed in accordance with the law of England and Wales, and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

Schedule 1 Purchaser's Mandatory Policies

The Purchaser's Mandatory Policies are:

- Timber Purchasing Policy
- Modern Slavery and Human Trafficking Policy
- Corporate and Social Responsibility Policy
- Anti-bribery and Anti-corruption Policy
- Ethics Policy
- Data and Privacy Policy

Schedule 2 On Time In Full service level

The On Time In Full (OTIF) service level shall be 95%, measured over a year, unless a higher level is specified in the G1.