

STANDARD TERMS AND CONDITIONS OF SALE

The Seller is BSN medical Limited, a company registered in England and Wales under company number 04085346 and with its registered office at PO Box 258, Willerby, Hull, HU10 6WT, United Kingdom. The Seller's VAT number is GB834845602. The Seller operates the website <https://order.jobst.com/uk> (the "**Website**").

These terms provide the Seller's customers (each a "**Buyer**") with information about the Seller and set out the legal terms and conditions on which the Seller sells any of the products (including, when applicable, the ones listed on its Website) to the Buyer.

These terms will apply to any Contract (as defined below) between the Seller and Buyer for the sale of products also executed via the Website. The Buyer should read these terms carefully and make sure that the Buyer understands them before ordering any products. Please note that by placing an order the Buyer will be assumed to be agreeing to these terms. If the Buyer refuses to accept these terms, the Buyer will not be able to order any products.

The Buyer should print a copy of these terms or save an electronic copy for future reference.

The Seller amends these terms from time to time as set out in Clause 18. Every time the Buyer wishes to order products, the Buyer should check these terms to ensure that it understands the terms which will apply at that time.

The Buyer may contact the Seller by telephoning its customer service team at 0845 122 3600 or by e-mailing the Seller at orders.uk@essity.com. Formal notice of any matter should be given by the Buyer in accordance with Condition 17 (below).

1. FORMATION OF CONTRACT

1.1 The following conditions (the "**Conditions**") apply to any contract between the Seller and the Buyer for the supply of goods (the "**Goods**") formed in accordance with Conditions 1.6 to 1.8 (the "**Contract**") to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.2 In these Conditions:

1.2.1 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.2 any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.3 a reference to **writing** or **written** includes emails.

1.3 In case of sale made via the Website, the user of the Website warrants and represents that it has authority to bind any business on whose behalf it uses the Website to purchase any Goods.

1.4 The Buyer warrants and represents, that, in entering into the Contract, it is acting in the course of its business, trade or profession and that it is not acting as a "consumer" for the purposes of, and as defined in, any applicable laws including the Consumer Contracts Regulations, 2013 and the Consumer Rights Act, 2015, or otherwise.

1.5 All quotations, offers and tenders are made, and all orders are accepted subject to the Conditions. Except as otherwise provided in the Conditions, all other terms, conditions or warranties express or implied are excluded from the Contract unless expressly accepted in writing by the Seller. In

particular, the Seller is not responsible to the fullest extent permitted by law for ensuring that the Goods are suitable for the Buyer's purposes.

- 1.6 In case of sale made via the Website, the Seller's shopping pages will guide the Buyer through the steps the Buyer needs to take to place an order with the Seller through the Website (the "**online order**"). The Seller's order process allows the Buyer to check and amend any errors before submitting the online order to the Seller. The Buyer should take the time to read and check the order at each page of the order process.
- 1.7 The Buyer's purchase order, the written acceptance of the Seller's quotation or the online order, as the case may be, constitute an offer by the Buyer to purchase Goods at the Price in accordance with these Conditions (the "**Order**").
- 1.8 Each order is despatched with a delivery note (or "**Despatch Note**") at which point and on which date the Contract shall come into existence.
- 1.9 Any quotation given by the Seller shall not constitute an offer, shall only be valid for a maximum period of 30 (thirty) days from date of issue, and may be withdrawn by the Seller immediately at any time by written or oral notice to the Buyer.
- 1.10 The images of the Goods on the Seller's Website, or displayed in any marketing materials provided by the Seller, are for illustrative purposes only. Although the Seller has made every effort to display the Goods accurately, the Seller cannot guarantee that the Goods will not vary slightly from those images.
- 1.11 All references to INCOTERMS (such as DAP or EXW) shall be to the INCOTERMS 2010.

2. **PRICES**

- 2.1 The price of the Goods shall be the price set out in the Seller's published price list in force as at the date the Order is placed or the price agreed between the parties in writing from time to time (the "**Price**").
- 2.2 There is a minimum order value of £100.00 (the "**Minimum Order Value**") for each Order. The Seller may accept Orders below the Minimum Order Value but any such Orders accepted by the Seller will be subject to an administration charge of up to, but not exceeding, £25.00. The Minimum Order Value does not apply to orders of JOBST compression garments.
- 2.3 In respect of delivery (or arrangement of delivery) of the Goods:
 - 2.3.1 if delivery is not expressly described as being included in the Price, the Buyer shall pay all transportation and insurance costs incurred by the Seller in making or arranging such delivery; and
 - 2.3.2 the Buyer shall be liable to the Seller for further carriage costs and any demurrage costs incurred by the Seller if vehicles are unduly delayed at the place of delivery.
- 2.4 Unless otherwise agreed in writing, all Seller prices are quoted exclusive of VAT.
- 2.5 The Seller reserves the right to increase the Price, by giving notice to the Buyer at any time before delivery to reflect an increase in the cost of the Goods to the Seller in excess of 10%, that is due to:
 - 2.5.1 any factor beyond the control of the Seller (including foreign exchange fluctuations, increases in taxes and duties, the action of any government or authority, and increases in labour, materials and other manufacturing costs);
 - 2.5.2 any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or the specification of the Goods; or

2.5.3 any delay caused by any instructions of the Buyer in respect of the Goods or failure of the Buyer to give the Seller adequate or accurate information or instructions in respect of the Goods.

2.6 The Seller reserves the right to make an additional charge to cover any increase in transport costs occurring before the date of delivery.

3. **PAYMENT**

3.1 Unless otherwise agreed by the Seller in writing, payment shall be due and payable on the 20th day of the month following the date of invoice. Where any dispute arises, the Buyer shall not oppose and shall consent to the immediate enforcement of any judgement entered against it regardless of any cross-claim, set-off or counterclaim.

3.2 The Seller shall be entitled to submit its invoice with its delivery advice note (or despatch note) or at any time afterwards except that where delivery has been postponed at the request of, or by the default of, the Buyer, the Seller may submit its invoice at any time after the Goods are ready for delivery or would have been ready in the ordinary course but for the Buyer's request or default.

3.3 Where Goods are delivered by instalments the Seller may invoice each instalment separately and the Buyer shall pay such invoices in accordance with these Conditions.

3.4 No disputes arising under the Contract nor delays (other than delays acknowledged by the Seller in writing), shall interfere with prompt payment in full by the Buyer.

3.5 If the Buyer shall default in payment whether under a Contract or any other contract with the Seller, the Seller shall be entitled, without prejudice to any other right or remedy, to do all or any of the following:

3.5.1 to suspend any or all further deliveries under the relevant Contract and under any other contract between the Seller and the Buyer, without notice;

3.5.2 to charge interest on any amount outstanding at the rate of 3% (three per cent) per annum above the base rate of Royal Bank of Scotland plc, such interest being charged as a separate, continuing obligation not merging with any judgment, together with all debt recovery costs;

3.5.3 to serve notice on the Buyer requiring immediate payment for all Goods supplied or to be supplied by the Seller under the relevant Contract and all other contracts with the Buyer whether or not payment is otherwise due;

3.5.4 by its servants or agents, enter the Buyer's premises and recover and dispose of the Goods, and the Buyer shall not be entitled to make any claim against the Seller in respect of such entry or disposal; and/or

3.5.5 to sue for the Price of the Goods and any other sums then due or rendered due under the terms the relevant Contract or of any other contract, even though title may not have passed to the Buyer or the Goods have been recovered, provided that the Seller shall give credit for the cost (excluding all profit) of any Goods not supplied or recovered from the Buyer as certified by the Seller, such certificate to be conclusive proof of the cost of such Goods.

3.6 Unless agreed in writing by the Seller, the Buyer shall have no right to set-off, withhold or deduct from monies due to the Seller whether in respect of any sums due from the Seller, any sums claimed to be due from the Seller or otherwise.

4. DELIVERY

- 4.1 If the Seller is responsible for delivery, the Seller shall deliver the Goods to the Buyer's premises as set out in the Order or such other location as the parties may agree (the "**Delivery Location**").
- 4.2 If delivery of the Goods is within the European Union, the Seller shall be responsible for delivery and the Goods shall be delivered DAP at the Buyer's premises unless the Seller has specifically agreed otherwise in writing.
- 4.3 If delivery of the Goods is to anywhere outside the European Union, the Seller shall not be responsible for delivery and delivery of the Goods shall be EXW at the premises of the Seller, any of the Seller's affiliates or any of their third party subcontractors, unless the Seller specifically agrees in writing to deliver the Goods to the Buyer, in which case delivery of the Goods shall be DAP at the Buyer's premises.
- 4.4 Time for delivery is given as accurately as possible but is not guaranteed. The Buyer shall have no right to damages or to cancel any Contract for failure to meet any delivery time stated nor shall the Buyer be entitled to make, or to purport to make, time for delivery of the essence of any Contract. Subject to the Buyer complying with Condition 4.5, the Seller shall aim to deliver within 30 (thirty) days of any delivery time stated.
- 4.5 The Buyer shall notify the Seller within 5 (five) working days of the estimated date of delivery notified by the Seller in the event of non-delivery.
- 4.6 The date for delivery shall in every case be dependent upon prompt receipt of all necessary information, final instructions or approvals from the Buyer in connection with any act required to enable the Seller to despatch the Goods.
- 4.7 If any Order for Goods is to be delivered by several instalments to the Buyer, each such instalment shall be treated as a separate and identifiable Contract and the rights of either party under each Contract shall be construed accordingly, including that the Seller may suspend delivery whilst payment is overdue in respect of any previous instalment in accordance with Condition 3.5.1.
- 4.8 If the Seller fails to make delivery or makes defective delivery of any instalment, such failure or defective delivery shall not affect the obligations of the parties under the Contracts in respect of the other instalments.
- 4.9 The Seller will endeavour to comply with reasonable requests by the Buyer for postponement of delivery of the Goods but shall be under no obligation to do so. Where delivery is postponed otherwise than due to default by the Seller then, without prejudice to all other rights and remedies available to the Seller, the Buyer shall pay all costs and expenses incurred by the Supplier, including a reasonable charge for storage and transportation.
- 4.10 The Seller is under no obligation to accept Goods which are returned to the Seller due to an error on the part of the Buyer (including over ordering of Goods or holding an excess of stock) (the "**Returned Goods**"). Where the Seller agrees in writing to accept Returned Goods the Buyer shall pay the full price for the Goods, less the following, to the Seller:
- 4.10.1 Goods returned within 30 days of delivery – 90% of the price will be refunded;
 - 4.10.2 Goods returned between 31 and 90 days (inclusive) after delivery – 80% of the price will be refunded;
 - 4.10.3 Goods returned between 91 and 180 days (inclusive) after delivery – 60% of the price will be refunded;
 - 4.10.4 Goods returned between 181 and 270 days (inclusive) after delivery – 40% of the price will be refunded;

4.10.5 Goods returned between 271 and 365 days (inclusive) after delivery – 20% of the price will be refunded; and

4.10.6 for Goods returned 366 days or more after delivery there will be no refund,

provided in each case that the Goods comply with the conditions set out in Condition 4.12. For the purposes of this Condition 4.10, the Goods will be considered 'returned' when the Seller is in physical possession of the Returned Goods.

4.11 If the Buyer refuses to take delivery of any Goods with no valid reason (whether such reason is valid is to be determined at the absolute discretion of the Seller) (the "**Refused Goods**") the Buyer shall pay to the Seller the full delivery costs for the Refused Goods plus a handling charge of 10% of the price of the Refused Goods or £15, whichever is the higher.

4.12 The Seller will only accept Returned Goods and Refused Goods if:

4.12.1 the Goods are complete units of sale; and

4.12.2 the Goods are in the same condition as at the date of delivery; and

4.12.3 the Goods are saleable.

4.13 If the Seller does not accept the Returned Goods or Refused Goods because such Goods do not meet the conditions set out in in Condition 4.12, the Buyer shall:

4.13.1 if the Buyer has not already paid the Seller for the Goods, pay the full Price of the Goods to the Seller in accordance with Condition 3, or

4.13.2 if the Buyer has already paid the Seller for the Goods, not be entitled to any refund.

4.14 The Seller will organise for the collection of all Returned Goods and Refused Goods accepted by the Seller in accordance with Conditions 4.10, 4.11 and 4.12.

5. **PACKAGING**

5.1 Packaging supplied by the Seller, unless otherwise expressly agreed in writing, is intended to provide adequate protection in normal conditions of transit of expected duration.

5.2 The Buyer shall be responsible for ensuring the Goods are kept in adequate storage conditions once delivered in accordance with Conditions 4.2 and 4.3, including protecting the Goods against the effects of humidity and temperature.

5.3 The Seller shall be entitled to deliver the total weight, area or volume of Goods under any Contract in containers of such varying weights and sizes as it may decide at its absolute discretion.

5.4 Where packages, pallets, drums, beams or other containers (the "**Packaging**") are stated to be returnable, they shall be returned in good order and condition at the Buyer's expense to the destination named on the Seller's invoice as soon as reasonably practicable following receipt of the Goods and the Buyer shall notify the Seller of the date of despatch. If any such Packaging was charged for on delivery, the Buyer shall be re-imbursed for such charge when the Packaging is received at the named destination in good order and condition. If the Buyer fails within a reasonable period to return any such Packaging in good order and condition, the Buyer shall, if not so charged on delivery, be charged for the Packaging at the Seller's standard rate prevailing at the time.

6. RISK AND TITLE

- 6.1 Risk shall pass to the Buyer (so that the Buyer is then responsible for all loss or deterioration of the Goods or for any damage occurring):
- 6.1.1 if the Seller is responsible for delivering or arranging for delivery of the Goods, at the time when the Goods are placed at the disposal of the Buyer at the Delivery Location; or
 - 6.1.2 in all other circumstances, on the making available of the Goods to the Buyer at the premises of the Seller.
- 6.2 Title to the Goods shall not pass to the Buyer until the Buyer has paid to the Seller all sums (including any default interest) due from it to the Seller under the relevant Contract and under all other contracts between the Seller and the Buyer (including any sums due under contracts made after the Contract) whether or not the same are immediately payable.
- 6.3 Until title to the Goods has passed to the Buyer, the Buyer shall:
- 6.3.1 store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;
 - 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Seller's behalf from the date of delivery;
 - 6.3.4 notify the Seller immediately if it becomes subject to any of the events listed in Condition 14.1; and
 - 6.3.5 give the Seller such information relating to the Goods as the Seller may require from time to time.
- 6.4 Subject to Condition 6.5, the Buyer may resell, otherwise dispose of or use the Goods in the ordinary course of its business (but not otherwise) before the Seller receives payment for all sums described in Condition 6.2. However, if the Buyer resells the Goods before that time:
- 6.4.1 it does so as principal and not as the Seller's agent; and
 - 6.4.2 title to the Goods shall pass from the Seller to the Buyer immediately before the time at which the resale or other disposal by the Buyer occurs.
- 6.5 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in Condition 14.1 then, without limiting any other right or remedy the Seller may have, the Buyer's right to resell or otherwise dispose of Goods or use them in the ordinary course of its business ceases immediately.
- 6.6 In respect of Goods for which title has not passed to the Buyer, the Seller may at any time:
- 6.6.1 require the Buyer to deliver up all Goods in its possession which have not been resold, otherwise disposed of or irrevocably incorporated into another product; and
 - 6.6.2 if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.
- 6.7 The Buyer irrevocably licences the Seller, its officers, employees and agents to enter upon any premises of the Buyer, with or without vehicles, for the purpose either of satisfying itself that Condition

6.3 is being complied with by the Buyer or of recovering any Goods in accordance with Condition 6.6.

7. **MANUFACTURER GUARANTEES**

7.1 Some of the Goods sold by the Seller come with a manufacturer's guarantee. The Buyer should refer to the manufacturer's guarantee provided with the Goods for details of the applicable terms and conditions.

8. **VARIATIONS**

8.1 No variations to the Goods to be supplied by the Seller under a Contract shall be binding on the Seller unless agreed by the Seller in writing, including, as part of such agreement, any change to the Contract price arising in consequence of the variation to the Goods.

8.2 Following agreement of any such variation, any dates quoted for delivery shall be extended accordingly.

9. **SAMPLE AND TESTING**

9.1 The Seller reserves the right to alter the dimensions or composition of the Goods supplied to conform to applicable standards or laws.

9.2 Subject to Condition 9.1, the Seller shall not alter the specification of any Goods to be supplied by the Seller under a Contract to those of its current specification for such Goods (as updated from time to time) without prior agreement of the Buyer, provided that the Seller may alter raw materials or the provider of raw materials such that the product remains in compliance with the original specification.

9.3 The Buyer is responsible for testing and examining the Goods upon delivery to ensure that:

9.3.1 the Goods are suitable and fit for any purpose for which the Buyer intends to use said Goods; and

9.3.2 the Goods delivered do not contain any contamination likely to cause damage to the Buyer's property or to have an adverse effect on the Buyer's processes, products or patients.

9.4 The Buyer shall indemnify the Seller against any loss arising from or damage suffered by the Seller pursuant to any failure by the Buyer to:

9.4.1 comply with Condition 9.3; or

9.4.2 notify the Seller pursuant to Condition 11.2 of any Defect or Discrepancy discovered pursuant to its testing and examination of the Goods under Condition 9.3.

9.5 Any samples, drawings, descriptive matter or advertising issued by the Seller and any descriptions or illustrations of the Goods contained in the Seller's catalogues, brochures, on the Seller's Website, elsewhere online or in any other digital format, are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

10. **USE OF THE GOODS**

10.1 All recommendations and advice given by or on behalf of the Seller to the Buyer as to the methods of storing, applying or using the Goods, the purposes to which the Goods may be applied and the suitability of using the Goods in any manufacturing process or in conjunction with any other materials, are for guidance only and are given without liability on the part of the Seller its servants or agents.

10.2 Where the Goods are intended for use in connection with any drugs or any other goods or substances, or for the packaging or securing of goods or articles of any kind (in each case, "**Interfacing Items**") the Buyer shall be responsible for ensuring that such Interfacing Items will not be, or are not liable to be adversely affected by contact with or proximity to the Goods supplied and all liability to the Buyer or any third party in respect of any damage so caused is hereby expressly excluded.

10.3 Any instructions given by the Seller is not intended to substitute for advice given by a medical practitioner, pharmacist or other licensed healthcare professional. Information and statements about Goods are not intended to be used to diagnose, treat, cure or prevent any disease or health condition. The Seller accepts no liability for inaccuracies or misstatements about Goods by manufacturers or other third parties.

11. **DEFECTS AND DELIVERY DISCREPANCIES**

11.1 The Seller warrants that at the date of delivery the Goods supplied shall comply in all material respects with its then current standard specification for those Goods.

11.2 The Buyer shall notify the Seller of:

11.2.1 any discrepancy between the delivered quantity of Goods and the stated quantity set out on the delivery documentation (a "**Discrepancy**"); and/or

11.2.2 any reason (other than a change in the Buyer's requirements) whereby the Goods delivered are not, at the date of delivery, in accordance with the Seller's the current standard specification for the Goods (a "**Defect**"),

and where the Discrepancy or Defect is or should be apparent on delivery, the Buyer shall note the Discrepancy or Defect on the Seller's delivery documents.

11.3 The Buyer shall only be entitled to claim (and then subject to Condition 11.6) for Defects which are or would be apparent on visual inspection at the time of delivery, or in the case of JOBST custom-fit garments when the patient puts on the garment, if:

11.3.1 the Buyer inspects and undertakes its testing of the Goods within 5 (five) working days (and in any event before use of any part of the Goods) following the date of their arrival at the Delivery Location or their being made available to the Buyer at the premises of the Seller, any of the Seller's affiliates or any of their third party subcontractors (as applicable);

11.3.2 the Seller is notified in writing within 10 (ten) working days after the inspection or testing under Condition 11.3.1 of the particular Defect; and

11.3.3 the Seller is given a reasonable opportunity to inspect the Goods and investigate any complaint.

11.4 The Buyer shall only be entitled to claim (and then subject to Condition 11.6) for Discrepancies which are or would be apparent on visual inspection at the time of delivery, or in the case of JOBST custom-fit garments when the patient puts on the garment, if the Seller is notified in writing within 5 (five) working days after the time of delivery.

11.5 The Buyer shall only be entitled to claim (and then subject to Condition 11.6) for Defects and Discrepancies which are not apparent on visual inspection at the time of delivery or in the case of JOBST custom-fit garments when the patient dons the garment, if:

11.5.1 the Seller is notified in writing:

(a) within three (3) days of the Buyer discovering the Defect or Discrepancy; and

- (b) the Buyer discovers the Defect or Discrepancy within 2 (two) months following the date of delivery of the Goods; and
 - 11.5.2 the Buyer makes no subsequent use of the Goods or alteration or interference to or with the Goods before the Seller has a reasonable opportunity to inspect the Goods and investigate any complaint.
- 11.6 Where the Buyer makes notification in accordance with Conditions 11.3, 11.4 or 11.5 of a genuine Defect or Discrepancy, the Seller shall (at the Seller's option) and as the Buyer's sole remedy in respect of such Defect or Discrepancy:
 - 11.6.1 remove the delivered Goods and provide replacement Goods; or
 - 11.6.2 remove the delivered Goods and reimburse the Buyer (whether by way of credit note or otherwise) the amount paid for those Goods.
- 11.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Seller.
- 12. **EXCLUSION AND LIMITATION OF LIABILITY**
- 12.1 Subject to Conditions 12.2 to 12.3, the Seller's aggregate liability to the Buyer in respect of all claims arising out of or in connection with any Contract (including in contract (including under any indemnity or warranty), in tort (including negligence), for breach of statutory duty or otherwise) will be limited to the sum equal to 100% (one hundred per cent) of the aggregate amount paid or payable under the Contract.
- 12.2 Subject to condition 12.3, the Seller shall under no circumstances whatever be liable to the Buyer, whether in contract (including under any indemnity or warranty), tort (including negligence), breach of statutory duty, or otherwise, for:
 - 12.2.1 loss of profits (whether direct or indirect);
 - 12.2.2 loss of sales or business or opportunity (whether direct or indirect);
 - 12.2.3 loss of agreements or contracts (whether direct or indirect);
 - 12.2.4 loss of anticipated savings (whether direct or indirect);
 - 12.2.5 loss of or damage to goodwill (whether direct or indirect);
 - 12.2.6 loss of use or corruption of software, data or information;
 - 12.2.7 wasted expenditure; or
 - 12.2.8 any indirect or consequential loss of any kind whatsoever and however caused, whether or not reasonably foreseeable, reasonably contemplatable, or actually foreseen or actually contemplated, by the Buyer and the Seller at the time of entering into the relevant Contract.
- 12.3 Nothing in these Conditions shall limit or exclude the Seller's liability for:
 - 12.3.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 12.3.2 fraud or fraudulent misrepresentation;

- 12.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - 12.3.4 any breach of the Contract that results from the wilful act or wilful omission of the Seller or its employees, agents or subcontractors;
 - 12.3.5 defective products under the Consumer Protection Act 1987; or
 - 12.3.6 any other matter in respect of which liability cannot by applicable law be limited.
- 12.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from any Contract.

13. **CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS**

- 13.1 All drawings, documents, confidential records, computer software and other information supplied by the Seller (the "**Works**"), whether produced by itself or a third party, are supplied on the express understanding that ownership of the copyright in and to such Works remains with the Seller (or the relevant third party) and that the Buyer will not, without the written consent of the Seller, disclose, give away, loan, exhibit or sell any Works or other information or extracts from them or copies of them or use them in any way except in connection with the Goods in respect of which they are issued.
- 13.2 All claims for alleged infringement of patents, trade marks, registered designs, design rights, copyright or other intellectual property rights (whether registered or unregistered) received by the Buyer relating to the Goods must be notified immediately to the Seller. If requested by the Seller, the Seller shall be entitled to have conduct of any proceedings relating to any such claim in such manner as the Seller sees fit and the Buyer shall provide to the Seller such reasonable assistance as the Seller may request. The cost of any such proceedings will be borne by the Seller.
- 13.3 If any allegation is made against the Buyer to the effect that the supply of such of the Goods as are manufactured by the Seller infringes the intellectual property rights of any third party or the Seller has reason to believe that any such allegation is likely to be made, the Seller may at its option and expense and as the Buyer's sole remedy from the Seller in respect of such allegation, modify or replace the Goods so as to avoid the infringement (but without adversely affecting the overall performance of the Goods), or obtain for the benefit of the Buyer the right to continue to use the Goods, or repurchase the Goods at the Contract Price as reduced by a reasonable provision for depreciation.
- 13.4 To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Buyer, the Buyer shall indemnify the Seller against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Seller in connection with any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Seller's use of the specification.

14. **INSOLVENCY AND TERMINATION**

- 14.1 The Seller may terminate a Contract with immediate effect by giving the Buyer written notice at any time if:
- 14.1.1 the Buyer commits a material breach under any Contract which is not capable of remedy or, if capable of remedy, is not remedied within thirty (30) days after the Seller has given written notice requiring such breach to be remedied;

- 14.1.2 any encumbrancer takes possession of, or a person becomes entitled to appoint a receiver administrative receiver or similar officer over or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of the Buyer; or
 - 14.1.3 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Buyer; or
 - 14.1.4 if the Buyer commences negotiations with or makes any voluntary arrangement with its creditors or goes into liquidation or a petition is filed, a notice is given, a resolution is passed, or an order is made for or in connection with its winding-up (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the Buyer); or
 - 14.1.5 the Buyer suspends, or threatens to suspend, payment of its debts or becomes insolvent or unable to pay its debts;
 - 14.1.6 the holder of a qualifying floating charge over the assets of the Buyer has become entitled to appoint or has appointed an administrative receiver;
 - 14.1.7 anything analogous to any of these events under the law of any jurisdiction occurs in relation to the Buyer; or
 - 14.1.8 if the Buyer ceases or threatens to cease to carry on its business.
- 14.2 If the Buyer becomes subject to any of the events set out in Condition 14.1, the Supplier may, without limiting its other rights or remedies, suspend any or all further deliveries under any Contract and under any other contract between the Seller and the Buyer, without notice.
- 14.3 On termination of a Contract for any reason the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest under such Contract.
- 14.4 Termination of a Contract will not affect any rights and/or liabilities of the Seller and the Buyer which have accrued before termination of such Contract.
- 14.5 Any provision of a Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect, including the following Conditions: 3.5, 6.2 to 6.7, 9.4, 10, 12, 13.1, 13.2, 13.4, 14.3 to 14.5, 16, 23 and 25.
15. **FORCE MAJEURE**
- 15.1 The Seller shall be under no liability for any delay or failure to perform any of its obligations under a Contract arising from any cause or causes beyond its reasonable control including any of the following: act of God, war, riots, civil commotions, strikes, lock-outs, trade disputes, fires, breakdowns, failure of a utility service, interruptions of transport, governmental action or restriction, malicious damage, shortages of labour or materials or breakdown of machinery, delay in delivery by Seller's suppliers or any other cause whatsoever (whether or not similar to the foregoing) (the "**Force Majeure Event**").
- 15.2 If the Force Majeure Event prevents the Seller from supplying Goods under the relevant Contract for more than 1 month, either party shall have the right to terminate the affected part of the Contract immediately by giving written notice to the other party.
16. **CONSUMER PROTECTION ACT 1987 (THE "ACT")**
- In circumstances in which the Seller supplies Goods to the Buyer for incorporation with, or use ancillary to, any composite or other products to be produced, manufactured, processed or supplied by the Buyer or a third party then the Buyer shall indemnify the Seller against all liabilities, costs,

expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) that the Seller incurs, or has to bear, if any claim or claims are made against the Seller pursuant to or in connection with the Act.

17. NOTICE

17.1 Any notice or other communication given under or in connection with a Contract shall be in writing addressed to that party at its registered office (if it is a company), its principal place of business (in any other case) or the email address notified to it by the other party and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or, if the parties have provided each other with e-mail addresses for the purpose of serving notice and giving communications under or in connection with the relevant Contract, email.

17.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Condition 17.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or if sent by e-mail, one Business Day after transmission.

17.3 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

17.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

18. THE SELLER'S RIGHT TO VARY THESE TERMS

18.1 The Seller amends these Conditions from time to time.

18.2 The Conditions in force at the time of the Buyer's Order will apply to the Contract.

19. ASSIGNMENT

19.1 The Seller may at any time assign, novate, subcontract or otherwise dispose of all or any of its rights and obligations under a Contract.

19.2 The Buyer shall not, without the prior written consent of the Seller, assign, novate, subcontract or otherwise dispose of all or any of its rights and obligations under the Contract.

20. SEVERABILITY

If any provision or part-provision of a Contract 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 Condition shall not affect the validity and enforceability of the rest of the relevant Contract.

21. WAIVER

21.1 A failure by the Seller to exercise, or a delay in exercising, any right or remedy under a Contract shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies which the Seller may otherwise have and no single or partial exercise of any right or remedy under a Contract shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

21.2 Any waiver by the Seller of a breach of any of the terms of a Contract or of any default under a Contract shall not be deemed a waiver by the Seller of any subsequent breach or default and shall not affect the other terms of the relevant Contract.

22. **COUNTERPARTS**

Each Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

23. **ENTIRE AGREEMENT**

23.1 Each Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

23.2 Each party agrees that, in respect of each Contract, it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the relevant Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in a Contract.

24. **THIRD PARTY RIGHTS**

No person who is not a party to a Contract is intended to receive a benefit under, or be entitled to enforce, that Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

25. **LAW AND JURISDICTION**

25.1 Each Contract and any dispute or claim (including non-contractual disputes or claims) connected with it shall be governed by English law.

25.2 The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with a Contract or its subject matter or formation.

26. **ANTI CORRUPTION**

26.1 It is a policy of both parties to comply with all laws and regulatory requirements affecting its business including anti-corruption and anti-bribery laws within the United Kingdom. Both parties shall:

26.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the "**Relevant Requirements**") that are applicable within the United Kingdom;

26.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

26.1.3 have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements of that Act and will enforce them where appropriate;

26.1.4 promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by that party in connection with the performance of the Contract;

26.1.5 breach of this clause shall be deemed a material breach of the Contract which is incapable of remedy and in the event of such a breach a party so affected shall have the right to immediately terminate the Contract.

27. **MODERN SLAVERY ACT 2015 ANTI-SLAVERY & HUMAN TRAFFICKING**

- 27.1 It is a corporate policy of both parties to comply with all laws and regulatory requirements affecting its business including modern anti-slavery and human trafficking laws set down in the Modern Slavery Act 2015 within the United Kingdom.
- 27.2 Both parties shall:
- 27.2.1 comply with all applicable laws, statutes, regulations, and codes relating to modern anti-slavery and human trafficking including but not limited to the Modern Slavery Act 2015 (the “**Relevant Requirements**”) that are applicable within the United Kingdom;
 - 27.2.2 not engage in any activity, practice or conduct which would constitute an offence under Chapter 30 Part 1 sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out either wholly or partially within the UK;
 - 27.2.3 have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Modern Slavery Act 2015, to ensure compliance with the Relevant Requirements (especially Part 6 section 54), and will enforce them where appropriate;
 - 27.2.4 promptly provide an anti-slavery and trafficking transparency statement with regard to its supply chains on request as well as at the anniversary of the Contract;
 - 27.2.5 the anti-slavery and trafficking transparency statement should include information as recommended under Part 6 section 54 of the Modern Slavery Act 2015;
 - 27.2.6 confirm that no slavery or human trafficking is taking place in any of its supply chains, nor in any part of its own businesses.
- 27.3 Breach of this clause shall be deemed a material breach of the Contract which is incapable of remedy and in the event of such a breach a party so affected shall have the right to immediately terminate the Contract.
- 27.4 Both parties acknowledge and agree that there are modern anti-slavery and human trafficking laws to which both parties are subject to which prohibit slavery, servitude and forced or compulsory labour as well as human trafficking. These laws include but are not limited to the Modern Slavery Act 2015.
- 27.5 Both parties agree to refrain from, and to procure that its staff, agents or sub-contractors refrain from any activity in connection with the Contract that would constitute a violation by either party of an Anti-Slavery and Human Trafficking Statute under the UK Modern Slavery Act 2015.