

TERMS AND CONDITIONS OF SALE – B2B

These terms and conditions apply to the sale of Goods to trade customers. If you are a trade customer who places an order online, then our online terms and conditions of service also apply.

1. DEFINITIONS AND INTERPRETATIONS

The definitions and rules of interpretation set out in Schedule 1 shall apply in these conditions.

2. APPLICATION OF THESE CONDITIONS

2.1 These conditions apply to and form part of the Contract between us and you. They supersede any previously issued terms and conditions of purchase or supply.

2.2 No terms or conditions endorsed on, delivered with, or contained in your purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that we otherwise agree in writing.

2.3 No variation of these conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of us and you respectively.

2.4 Each Order by you to us shall be an offer to purchase the Goods subject to the Contract including these conditions.

2.5 If we are unable to fulfil an Order or part of an Order for any reason, such Order (or such part of the Order, as the case may be) will not be accepted.

2.6 We may accept or reject an Order or any part thereof at our discretion. An Order shall not be accepted, and no binding obligation to supply any Goods shall arise, until we dispatch the Goods or notify you that they are available for collection (as the case may be).

2.7 We may issue quotations to you from time to time. Quotations are invitations to treat only. They are not an offer to supply the Goods and are incapable of being accepted by you.

2.8 Marketing and other promotional material relating to the Goods are illustrative only and do not form part of the Contract.

3. PRICE

3.1 The price for the Goods shall be as quoted by us from time to time (the **Price**).

3.2 Unless otherwise specified in our quotations to you, the Prices are exclusive of:

3.2.1 packaging, delivery, and all other related charges and taxes of the Goods which are not included in the standard price which shall be charged in addition at our standard rates; and

3.2.2 VAT (or equivalent sales tax).

3.3 You shall pay any applicable VAT to us on receipt of a valid VAT invoice.

3.4 We may increase our Prices at any time by giving you not less than 5 Business Days' notice in writing.

4. PAYMENT

4.1 Save where payment is taken at the point the Order is made, we shall invoice you for the Goods, partially or in full, at any time following dispatch of the Order.

4.2 You shall pay all invoices:

4.2.1 in full without deduction or set-off unless we agree different terms with you from time to time, in cleared funds within the agreed time period for payment, or if no payment period has been agreed, within 28 days of the date of each invoice; and

4.2.2 to the bank account nominated by us.

4.3 Time of payment is of the essence. Where sums due under these conditions are not paid in full by the due date:

4.3.1 we may, without limiting its other rights, charge interest on such sums at 4% (four percent) a year above the base rate of the Bank of England from time to time in force; and

4.3.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

5. CREDIT LIMIT

We may set and vary credit limits from time to time and withhold all further supplies if you exceed such credit limit.

6. DELIVERY

6.1 The Goods shall be delivered by us, or our nominated carrier, to the Location on such date(s) as notified to you on dispatch of the Order or made available for collection (as the case may be), on such date(s) and between such times as notified to you on acknowledgement of the Order.

6.2 The Goods delivered by us, or our nominated carrier, shall be deemed delivered on arrival of the Goods at the Location or at the point they are made available for collection (as the case may be).

6.3 You shall be responsible for:

6.3.1 any duties (unless, in the case of import duties, we agree otherwise in writing), taxes or other fees whatsoever payable in connection with the importation of the Goods into any territory outside of the UK; and

6.3.2 ensuring the Goods are compliant with Applicable Laws in the Location and any other territory in which the Goods are re-sold. We accept no responsibility and shall not be liable for ensuring such compliance.

6.4 We may deliver the Goods in instalments. Any delay or defect in an instalment shall not entitle you to cancel any other instalment.

6.5 You shall not be entitled to reject a delivery of the Goods on the basis that an incorrect volume of the Goods has been supplied.

6.6 We shall use reasonable endeavours to meet delivery dates but such dates are indicative only.

6.7 We shall not be liable for any delay in or failure of delivery caused by:

- 6.7.1 your failure to make the Location available;
- 6.7.2 your failure to prepare the Location as required for delivery of the Goods;
- 6.7.3 your failure to provide us with adequate instructions for delivery and installation or otherwise relating to the Goods; or
- 6.7.4 Force Majeure.

6.8 If you fail to accept delivery of the Goods or collect the Goods on the due date, we shall store and insure the Goods pending delivery, and you shall pay all costs and expenses incurred by us in doing so.

6.9 If five (5) Business Days following the due date for delivery or collection of the Goods, you have not taken delivery of or collected them, we may resell or otherwise dispose of the Goods without any obligation or liability to you, except as provided for in conditions 6.9.1 and 6.9.2. We shall:

- 6.9.1 deduct all storage charges at our then-applicable rates and reasonable costs of resale; and
- 6.9.2 invoice you for any shortfall of the resale price below the Price paid by you for the Goods.

7. RISK

Risk in the Goods shall pass to you on delivery or when the Goods are made available for collection (as the case may be).

8. TITLE

8.1 Title to the Goods shall pass to you once we have received payment in full and cleared funds for the Goods.

8.2 Until title to the Goods has passed to you, you shall:

- 8.2.1 hold the Goods as bailee for us;
- 8.2.2 store the Goods separately from all other material in your possession;
- 8.2.3 take all reasonable care of the Goods and keep them in the condition in which they were delivered;
- 8.2.4 insure the Goods from the date of delivery: (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to their Price (iv) noting our interest on the policy;
- 8.2.5 ensure that the Goods are clearly identifiable as belonging to us;
- 8.2.6 not remove or alter any mark on, or packaging, of the Goods;
- 8.2.7 inform us immediately if you become subject to an Insolvency Event or any of the events or circumstances set out in conditions 20.1.1 to 20.1.3; and
- 8.2.8 on reasonable notice permit us to inspect the Goods during your normal business

hours and provide us with such information concerning the Goods as we may request from time to time.

8.3 Notwithstanding condition 8.2, you may use or resell the Goods in the ordinary course of its business until such time as you become aware or ought reasonably to have become aware that an event specified in conditions 20.1.1 to 20.1.3 has occurred or is likely to occur, or you have or are likely to become subject to an Insolvency Event.

8.4 If you resell the Goods in accordance with condition 8.3, title to the Goods shall pass to you immediately prior to the resale.

8.5 If, at any time before title to the Goods has passed to you, you inform us, or we reasonably believe, that you have or are likely to become subject to an Insolvency Event or any of the events or circumstances set out in conditions 20.1.1 to 20.1.3, we may:

- 8.5.1 require you at your expense to re-deliver the Goods to us; and
- 8.5.2 if you fail to do so promptly, enter any premises where the Goods are stored and repossess them.

9. WHITE LABEL GOODS

Where we agree a product and/or packaging specification with you, and the Goods are made to such specification, we will enter into a separate agreement with you and will manufacture the Goods in accordance with the terms of that agreement. These terms and conditions shall apply to and be deemed to be incorporated into that agreement, save to the extent expressly disappplied or varied by such agreement.

10. WARRANTY

10.1 We warrant that the Goods shall on delivery:

- 10.1.1 conform in all material respects to the details confirmed in the dispatch note;
- 10.1.2 where relevant, conform in all material respects to the any product specification on the packaging; and
- 10.1.3 be free from material defects in design, material and workmanship.

10.2 As your sole and exclusive remedy, we shall, at our option, repair, replace, or refund the Price of any of the Goods that do not comply with condition 10.1, provided that you:

- 10.2.1 serve a written notice on us within 7 days from the date on which you became aware (or should reasonably have become aware) of the defect;
- 10.2.2 provide us with sufficient information as to the nature and extent of the defects and the uses to which the Goods had been put prior to the defect arising;
- 10.2.3 give us a reasonable opportunity to examine the defective Goods; and
- 10.2.4 return the defective Goods to us at your expense if requested by us to do so.

10.3 The provisions of these conditions, including the warranties set out in condition 10.1, shall apply to any

of the Goods that are repaired or replaced with effect from the date of delivery of the repaired or replaced Goods.

without limitation your personnel) and to ensure compliance with clause 12.1.

10.4 We shall not be liable for any failure of the Goods to comply with condition 10.1:

12.3 You shall notify us immediately in writing if you become aware of any breach of clause 12.1 or have reason to believe that you or any person associated with you has received a request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017.

10.4.1 where such failure arises by reason of wear and tear, wilful damage, negligence, or could be expected to arise in the normal course of use of the Goods;

12.4 For the purposes of this clause 12, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with you includes any subcontractor of yours.

10.4.2 to the extent caused by your failure to comply with our instructions in relation to the Goods;

10.4.3 to the extent caused by us following any instruction or requirement of or given by you in relation to the Goods;

13. ANTI-SLAVERY

10.4.4 where you use any of the Goods after notifying us that they do not comply with condition 10.1.

13.1 We shall comply with the Modern Slavery Act 2015.

13.2 You confirm and agree that:

10.5 Except as set out in this condition 10, we give no warranties and makes no representations in relation to the Goods and all warranties and conditions (including the conditions implied by ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

13.2.1 neither you nor any of your officers, employees, agents or subcontractors have:

13.2.1.1 committed an offence under the Modern Slavery Act 2015 (an **MSA Offence**); or

13.2.1.2 been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

13.2.1.3 are aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

11. ANTI-BRIBERY

11.1 For the purposes of this condition 11 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

11.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and ensure that all of its personnel, all others associated with it and all of its subcontractors involved in performing the Contract so comply.

11.3 Without limitation to condition 11.2, neither party shall make or receive any bribe (which term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage or allow any such bribe or improper payment or advantage to be made or received on its behalf, either in the United Kingdom or elsewhere and shall implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.

11.4 You shall immediately notify us as soon as you become aware of a breach or possible breach by you of any of the requirements in this condition 11.

12. ANTI-TAX EVASION FACILITATION

12.1 You shall not engage in any activity, practice or conduct which would constitute either:

12.1.1 a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or

12.1.2 a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017.

12.2 You shall have and shall maintain such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including

13.2.2 you shall comply with the Modern Slavery Act 2015; and

13.2.3 you have implemented due diligence procedures to ensure compliance with the Modern Slavery Act 2015 in your business and supply chain, and those of your officers, employees, agents or subcontractors, which will be made available to us on request at any time throughout the Contract.

13.3 You shall notify us immediately in writing if you become aware or have reason to believe that you, or any of your officers, employees, agents or subcontractors have breached or potentially breached any of your obligations under condition 13.2. Such notice to set out full details of the circumstances concerning the breach or potential breach of your obligations.

14. LIMITATION OF LIABILITY

14.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this condition 14.

- 14.2 Subject to condition 14.5, our total liability shall not exceed the price paid under the invoice to which the relevant Goods relate.
- 14.3 Subject to condition 14.5, we shall not be liable for consequential, indirect or special losses.
- 14.4 Subject to condition 14.5, we shall not be liable for any of the following (whether direct or indirect): (i) loss of profit; (ii) loss of revenue; (iii) loss of production; (iv) loss of contract; (v) loss of commercial opportunity; and (vi) harm to reputation or loss of goodwill.
- 14.5 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; and (iii) any other losses which cannot be excluded or limited by Applicable Law.
- 15. PRODUCT RECALLS/WITHDRAWAL**
- 15.1 In the event that either you or us receive a court order or other notice from a Regulator or Governmental Entity to withdraw, recall, remove or take any other corrective action in connection with a product in the market (**Official Product Recall Notice**), that party shall notify the other party immediately and shall enclose a copy of such Official Product Recall Notice.
- 15.2 Both parties shall, in good faith:
- 15.2.1 work together to undertake or facilitate any product recall, withdrawal, removal or corrective action as expressly required by the Official Product Recall Notice;
- 15.2.2 use best endeavours to mitigate the costs incurred by either party in performing its obligations under condition 15.2.1.
- 15.3 If, in the absence of receiving an Official Product Recall Notice, we nevertheless agree to withdraw, recall, remove or take any other corrective action in connection with a product in the market, both parties shall, in good faith:
- 15.3.1 work together to undertake or facilitate any product recall, withdrawal, removal or corrective action in relation to such product;
- 15.3.2 use best endeavours to mitigate the costs incurred by either party in performing its obligations under condition 15.3.1.
- 16. INTELLECTUAL PROPERTY RIGHTS**
- 16.1 Except as expressly set out in this condition 16, no Intellectual Property Rights of either party are transferred or licensed as a result of this Contract. Our Intellectual Property Rights are and shall remain our exclusive property, and your Intellectual Property Rights are and shall remain your exclusive property.
- 16.2 You hereby grant (and shall procure that each of your Affiliates grants) to us and our Affiliates a non-exclusive, royalty-free license (including the right to grant sub-license to sub-contractors) to use any of your Intellectual Property Rights for the purposes of using your branding in our promotional materials, and to the extent necessary to perform our obligations and exercise our rights under this Contract.
- 17. INTELLECTUAL PROPERTY RIGHTS INDEMNITY**
- 17.1 Each party (the **Indemnifying Party**) shall indemnify the other party (the **Indemnified Party**) from and against any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result of any action, demand or claim that use or possession of the Goods infringes the Intellectual Property Rights of any third party (**IPR Claim**), provided that the Indemnifying Party shall have no such liability if the Indemnified Party:
- 17.1.1 does not notify the Indemnifying Party in writing setting out full details of any IPR Claim of which it has notice as soon as is reasonably possible;
- 17.1.2 makes any admission of liability or agrees any settlement or compromise of the relevant IPR Claim without the prior written consent of the Indemnifying Party;
- 17.1.3 does not let the Indemnifying Party at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim at its sole discretion;
- 17.1.4 does not take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim;
- 17.1.5 does not, at the Indemnifying Party's request, provide the Indemnifying Party with all reasonable assistance in relation to the IPR Claim (at the Indemnified Party's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the Indemnified Party; or
- 17.1.6 uses the Goods in combination with any other goods or services, which without such combination, no IPR Claim could or would have been made.
- 17.2 If any IPR Claim is made or is reasonably likely to be made, we may at our option:
- 17.2.1 procure for you the right to continue using and possessing the relevant Goods; or
- 17.2.2 modify or replace the infringing part of the Goods so as to avoid the infringement or alleged infringement.
- 17.3 Our obligations under condition 17.1 shall not apply to Goods modified or used by you other than in accordance with the Contract or our instructions. You shall indemnify us against all losses, damages, liability, costs and expenses (including reasonable legal fees) incurred by us in connection with any claim arising from such modification or use.
- 18. CONFIDENTIALITY AND ANNOUNCEMENTS**
- 18.1 You shall keep confidential all of our Confidential Information and that of any Affiliate of ours and shall only use the same as required to perform the Contract. The provisions of this condition shall not apply to:
- 18.1.1 any information which was in the public domain at the date of the Contract;
- 18.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

- 18.1.3 any information which is independently developed by you without using information supplied by us or by any Affiliate of ours; or
- 18.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
- 18.2 This condition 18 shall survive and subsist (notwithstanding the prior termination or expiry of this Contract) without limitation in time.
- 18.3 You shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.
- 18.4 The Parties may enter into a separate confidentiality agreement in which case the terms of such agreement shall supersede and take precedence over this condition 18.
- 19. FORCE MAJEURE**
- We shall have no liability under, nor be deemed to be in breach of, the Contract if we are unable to fulfil an Order or any part thereof due to Force Majeure.
- 20. CANCELLATION OF ORDERS**
- 20.1 We may cancel any Order, or part thereof, at any time by giving notice in writing to you if:
- 20.1.1 you commit a material breach of the Contract and such breach is not remediable;
- 20.1.2 you commit a material breach of the Contract which is not remedied within 10 Business Days of receiving written notice of such breach; or
- 20.1.3 you have failed to pay any amount due under any other Order on the due date.
- 20.2 We may terminate the Contract at any time by giving notice in writing to you if you suffer an Insolvency Event.
- 20.3 If you become aware that any event has occurred, or circumstances exist, which may entitle us to terminate the Contract under this condition 20, you shall immediately notify us in writing.
- 20.4 On termination of the Contract for any reason, you shall immediately pay to us all our outstanding unpaid invoices and interest.
- 20.5 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of us at any time up to the date of termination.
- 21. NOTICES**
- 21.1 Any notice given by a party under these conditions shall:
- 21.1.1 be in writing and in English;
- 21.1.2 be signed by, or on behalf of, the party giving it; and
- 21.1.3 be sent to the relevant party at the address set out in the Contract.
- 21.2 Notices may be given, and are deemed received:
- 21.2.1 by hand: on receipt of a signature at the time of delivery;
- 21.2.2 by Royal Mail Recorded Signed For 1st Class post: at 9.00 am on the second Business Day after posting;
- 21.2.3 by email on receipt of a delivery email from the correct address.
- 21.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with condition 21.1 and shall be effective:
- 21.3.1 on the date specified in the notice as being the date of such change; or
- 21.3.2 if no date is so specified, seven Business Days after the notice is deemed to be received.
- 21.4 This condition 21 does not apply to notices given in legal proceedings or arbitration.
- 22. FURTHER ASSURANCE**
- You shall at our request, and at your own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.
- 23. ENTIRE AGREEMENT**
- 23.1 Subject to conditions 9, 18.4 and 23.2:
- 23.1.1 the parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter; and
- 23.1.2 each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 23.2 These terms and conditions may be incorporated by reference into any long term supply agreement and/or joint business plan which may be entered into by the parties from time to time.
- 23.3 Nothing in these conditions purports to limit or exclude any liability for fraud.
- 24. VARIATION**
- No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these conditions and is duly signed or executed by, or on behalf of, each party.
- 25. ASSIGNMENT**
- 25.1 You may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without our prior written consent.
- 26. SET-OFF**

26.1 You shall pay all sums that you owe to us under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

27. NO PARTNERSHIP OR AGENCY

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

28. SEVERANCE

28.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

28.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

29. WAIVER

29.1 No failure, delay or omission by us in exercising any right, power or remedy provided by law or under the

Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

29.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by us shall prevent any future exercise of it or the exercise of any other right, power or remedy by us.

30. COMPLIANCE WITH LAW

You shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform your obligations under or in connection with the Contract.

31. THIRD PARTY RIGHTS

31.1 A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

32. GOVERNING LAW AND JURISDICTION

32.1 The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

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

SCHEDULE 1

1. DEFINITIONS AND INTERPRETATION

1.1 In these conditions, unless the context requires otherwise:

- 1.1.1 a reference to the Contract includes these conditions, and the Order;
- 1.1.2 any condition, schedule or other headings in these conditions is included for convenience only and shall have no effect on the interpretation of the conditions;
- 1.1.3 a reference to a party includes that party's personal representatives, successors and permitted assigns;
- 1.1.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.1.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.1.6 words in the singular include the plural and vice versa;
- 1.1.7 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.1.8 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;
- 1.1.9 a reference to legislation is a reference to that legislation as in force at the date of the Contract and includes all subordinate legislation made as at the date of the Contract; and
- 1.1.10 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

1.2 In these conditions the following definitions apply:

Affiliate: means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;

Applicable Law: means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force;

Bribery Laws: means the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption;

Business Day: means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;

Confidential Information: means any commercial, financial or technical information, information relating to the Goods, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;

Contract: means the agreement between us and you for the sale and purchase of the Goods incorporating these conditions and the Order;

Control: means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and **Controls, Controlled** and **under common Control** shall be construed accordingly;

Documentation: means any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Goods;

Force Majeure: means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving us or our workforce, but excluding the your inability to pay or circumstances resulting in the your inability to pay;

Goods: means the goods set out in the Order or understood by the parties to be included in the Goods and to be supplied by us to you in accordance with the Contract;

Governmental Entity: means any court, administrative body, local authority or other governmental or quasi-governmental entity with competent jurisdiction, any supra-national, national, federal, state, municipal, provincial or local governmental, regulatory or administrative authority, agency, commission, court, tribunal, arbitral body, self-regulated entity, private body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority or other governmental entity, including any relevant Regulator;

Indemnified Party: has the meaning given in condition 17.1;

Indemnifying Party: has the meaning given in condition 17.1;

Insolvency Event: means if you:

- (a) stop carrying on all or a significant part of your business, or you indicate in any way that you intend to do so;
- (b) are unable to pay your debts either within the meaning of section 123 of the Insolvency Act 1986 or if we reasonably believe that to be the case;

- (c) become the subject of a company voluntary arrangement under the Insolvency Act 1986;
- (d) become subject to a moratorium under Part A1 of the Insolvency Act 1986;
- (e) become subject to a restructuring plan under Part 26A of the Companies Act 2006;
- (f) become subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
- (g) have a receiver, manager, administrator or administrative receiver appointed over all or any part of your undertaking, assets or income;
- (h) have a resolution passed for your winding up;
- (i) have a petition presented to any court for your winding up or an application is made for an administration order, or any winding-up or administration order is made against you;
- (j) are subject to any procedure for the taking control of your goods that is not withdrawn or discharged within seven days of that procedure being commenced;
- (k) have a freezing order made against you;
- (l) are subject to any recovery or attempted recovery of items supplied to you by a supplier retaining title to those items;
- (m) are subject to any events or circumstances analogous to those in this definition in any jurisdiction; or
- (n) take any steps in anticipation of, or have no realistic prospect of avoiding, any of the events or procedures described in this definition including giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.

Intellectual Property Rights: means copyright, patents, know-how, trade secrets, trade marks, trade

names, design rights, rights in get-up, rights in software, rights in goodwill, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case:

- (a) whether registered or not
- (b) including any applications to protect or register such rights
- (c) including all renewals and extensions of such rights or applications
- (d) whether vested, contingent or future
- (e) to which the relevant party is or may be entitled, and
- (f) in whichever part of the world existing;

IPR Claim: has the meaning given in condition 17.1;

Location: means the address or addresses for delivery of the Goods as set out in the Order or as otherwise agreed by us;

Manufacturing Site: means the manufacturing site(s) operated by us;

MSA Offence: has the meaning given in condition 13.2.1;

Official Product Recall Notice: has the meaning given in condition 15.1;

Order: means an order for the Goods from us placed by you;

our, us or we: means Inspired Pet Nutrition Limited or any trading division of Inspired Pet Nutrition Limited, a company registered in England and Wales with registered company number 02495237 whose registered office address is at Dalton Airfield, Topcliffe, Thirsk, North Yorkshire, United Kingdom, YO7 3HE;

Price: has the meaning given in condition 3.1;

Regulator: means any relevant authority which regulates the manufacture or distribution of pet food;

VAT: means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods; and

You or your: means the named party in the Contract which has agreed to purchase the Goods from us and whose details are set out in the Order.