

WICKES GROUP

PURCHASE TERMS GFR

(Goods/Services for Resale v2 2022)

1. Definitions and Interpretations

1.1 The following words shall have the following meanings:

Change of Control means a majority of the voting shares of the Supplier are acquired by a third party or a third party acquires the right to appoint a majority of the directors of the Supplier;

Company means the Wickes Group Company which places the Order;

Company Goods means any Goods designed for or commissioned by a Wickes Group Company or which (whether in whole or part) incorporate, depend upon or are derived from any of the Company's Intellectual Property or in respect of which a Wickes Group Company has input into the design or technical specification;

Contract means these Terms and Conditions together with the Trading Agreement. In the event of conflict, the Trading Agreement shall prevail;

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK, including without limitation (i) the Data Protection Act 2018; and (ii) UK GDPR Regulation (EU 2016/679) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018;

Financial Year means each calendar year, unless otherwise notified by the Company to the Supplier from time to time;

Goods means the products described in the Order (including their constituent raw materials and processed materials, component parts, packaging, instructions and associated promotional material) and any parts and materials supplied as part of the Services;

Insolvent means in relation to the relevant party, that party:

- (i) passing a resolution for a voluntary winding-up or calling a meeting for that purpose or suffering the presentation of a petition for its compulsory winding-up which is not withdrawn or discharged within 14 days of presentation (other than the voluntary winding-up of a solvent company for the purposes of re-organisation);
- (ii) having an administrator appointed or an administrative receiver, receiver or a receiver and manager appointed to all or a part of its assets or undertaking or a person is entitled to appoint the same;
- (iii) suspending, or threatening 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 s123 Insolvency Act 1986;
- (iv) commencing negotiations with all or any class of its creditors with a view to rescheduling any of its debts or making a composition of debts with them or putting a proposal for a voluntary arrangement to its creditors (other than the voluntary winding up of a solvent company for the purposes of reorganisation);
- (v) suffering any distress or execution against all or a material part of its assets which is not discharged within 14 days; or
- (vi) suspending, ceasing or threatening to suspend or cease carrying on all or a substantial part of its business.

Intellectual Property means any patent, copyright, design right, registered design, trade mark, service mark, know-how, utility model, unregistered design right or where relevant, any application for any such right, or other industrial or intellectual property right subsisting anywhere in the world;

Intellectual Property Rights means all rights anywhere in the world in relation to any Intellectual Property including the right to file applications to register any such rights;

Order means any order from the Company to the Supplier (or deemed to be to the Supplier) for the supply of the Goods and/or Services in such form as the Company may determine from time to time which shall incorporate the terms of these Terms and Conditions;

Sanctions means any laws, regulations, statutes or prohibitions relating to the adoption, implementation and/or enforcement of economic sanctions, export controls, trade embargoes or other restrictive measures;

Schedules means the schedules to these Terms and Conditions and **Schedule** shall be construed accordingly;

Services means the services described in the Order (including any ancillary services carried out as part of the supply of Goods);

Supplier means the person, business or company who enters into the Contract with Wickes;

Supplier Manual means the Company's supplier manual available at www.wickesplc.co.uk/suppliers/supplier-manual/ or made available on request;

System means the systems used by the Company for the electronic exchange of data/documents through a secure business network, which currently include i-supply, Dealtrack and True Commerce (EDI);

Term means the duration of which Orders are placed by the Company in accordance with the dates set out in the Trading Agreement. In the event that the Trading Agreement has expired, any continued trading shall be subject to these Terms and Conditions;

Terms and Conditions means these purchase terms;

Trading Agreement means the commercial agreement to be entered into by the Company and the Supplier for each Financial Year in such form as the Company may determine from time to time;

Warehouse means the Company's warehouse as notified from time to time;

Wickes Group Company means Wickes Group PLC (co. number 12189061) and any of its subsidiary companies (as defined in s1159 Companies Act 2006) and any reference to "Group" shall be construed accordingly; and

Working Day means Monday to Friday (inclusive) excluding any public holidays in England, and including any other days agreed between the parties from time to time.

- 1.2 Words imparting the singular shall include the plural and vice versa. Words imparting a gender include every gender and references to persons include an individual, company, corporation, firm or partnership. Headings do not affect the interpretation or construction of these Terms and Conditions.
- 1.3 References to any statutory provision shall include (i) any subordinate legislation made under it (ii) any provision which it has modified or re-enacted (whether with or without modification) and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification).
- 1.4 These Terms and Conditions are the only terms upon which the Company shall purchase the Goods and/or Services and the Supplier shall supply the Goods and/or Services to the Company, and shall be incorporated into the Contract to the entire exclusion of all other terms and conditions. Any reference to any of the Supplier's terms or conditions of sale or business in any document forming part of or evidencing the Contract (including any account opening form, order acknowledgement form, design drawing, specifications or other similar document) shall not have the effect of incorporating any such terms or conditions into the Contract nor of forming any other contract between the parties for the sale and purchase of the Goods and/or Services. No terms or conditions submitted or referred to by the Supplier in any documentation or orally shall change, modify, supplement, explain or form part of these terms unless expressly agreed in writing by a director of the Company.
- 1.5 The Trading Agreement, these Terms and Conditions and Schedules form the Contract. In the event of conflict, the documents shall apply in the following order of precedence:
 - 1.5.1 the Trading Agreement;
 - 1.5.2 these Terms and Conditions; and
 - 1.5.3 the Schedules.
- 1.6 Nothing in these terms shall prevent the Company from relying on any terms or remedies implied by statute or common law.
- 1.7 All documentation and information to be provided pursuant to the Contract shall be in English.

2. Supply Obligations during the Term

- 2.1 These Terms and Conditions will apply to all Orders placed during the Term.

- 2.2 The Supplier shall fulfil all accepted Orders and carry out its obligations with all reasonable skill and care and in accordance with good industry practice.
- 2.3 The Supplier shall deliver at least 98% of all Orders on time and in full, measured weekly (or over such longer period as the Company may determine on agreement with the Supplier).
- 2.4 Unless otherwise agreed in writing, the Supplier shall at all times hold a stock of each type of Goods packaged and ready for delivery equal to 4 weeks average forecasted sales based on the last 3 months actual sales (seasonally adjusted) or such other number of weeks as may be agreed in writing by the Company and the Supplier.
- 2.5 The Supplier shall, if required by the Company (and not later than 8 weeks after the date of the Company's written request), use the System for the purpose of accessing data on the Goods and performance by the Supplier of certain of its obligations under these Terms and Conditions including the issuing of invoices and credit notes. The Supplier shall, at its own cost, acquire such hardware and software as is required to facilitate establishment and use of the System by the Supplier.
- 2.6 The Company may provide a forecast of the quantity of its anticipated sales of the Goods. Such information is given in good faith but without imposing any obligation on the Company.

3. Services

- 3.1. In relation to any Services to be provided by the Supplier, the Supplier undertakes:
- 3.1.1 to provide such Services with all reasonable skill and care and in good and workmanlike manner in accordance with the provisions of the Contract;
- 3.1.2 that any advice or instructions given by the Supplier to the Company's customers will be true, complete, accurate and not misleading;
- 3.1.3 to comply with, and to ensure that its personnel comply with, all relevant laws, regulations and codes of practice;
- 3.1.4 that all personnel providing such Services shall wear appropriate personal protection equipment and comply with all site safety instructions; and
- 3.1.5 to supply to the Company from time to time such information and reports as the Company reasonably requires in relation to the provision of the Services.
- 3.2. The Supplier represents that it is a competent person for the purposes of compliance with health and safety legislation and acknowledges that the Company is relying on its skill and expertise in carrying out the Services safely and in accordance with those requirements. The Supplier must (where required) supply a suitable method statement and risk assessment for the Services to the Company prior to commencement of the Services.
- 3.3. In relation to any installation services, to the extent that these are provided, the Supplier shall (prior to commencement of the Services) satisfy itself that the site is suitable for the Services to be carried out and check the Goods for shortages and damage.

4. Order Mechanism

- 4.1. The Company may place Orders through the System (once established), by e-mail or other agreed order mechanism.
- 4.2. The Supplier shall check the System (or other order mechanism) regularly and unless the Supplier notifies the Company within 48 hours of the Order being placed or for an Order placed on a non-Working Day, by 12 noon the next Working Day, that the Supplier is unable to meet any Order, such Order will be deemed accepted.
- 4.3. The Supplier shall advise the Company's product manager/buyer (and (if relevant) the Company's supply chain manager) immediately if it receives an Order which exceeds 200% of the anticipated order level and shall give the Company the opportunity to cancel the Order without liability.
- 4.4. The Company may at any time and for any reason terminate an Order in whole or part by giving the Supplier notice whereupon all work on the Order shall cease and the Company shall pay to the Supplier fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss. In the event that the Company is required to terminate an Order as a result of:
- 4.4.1 the Supplier's material breach of these Terms and Conditions;
- 4.4.2 the Supplier becoming Insolvent; or
- 4.4.3 the Supplier failing to comply with the provisions of clause 22 (Anti-Bribery) of these Terms and Conditions,

the Company shall have no liability whatsoever and for the avoidance of doubt, shall not be required to pay to the Supplier any compensation for work-in-progress.

5. Delivery/Collection

- 5.1. Delivery shall be made within the lead times set out in the Trading Agreement or such other time as is agreed at the time of Order. Day shall mean Working Day for the purposes of the lead times and day of Order is day 1.
- 5.2. The Goods shall be delivered, carriage paid, to the delivery address stated in the Order or such other delivery address as is agreed by the Company in writing prior to delivery of the Goods. Upon arrival, the Supplier shall report to the Company or Company's customer site representative to receive and comply with instructions.
- 5.3. Where Goods are supplied by the Supplier to the Company via the Company's warehouse network, the Supplier shall provide the Company with sufficient notice of a delivery to allow the Company to plan for such delivery.
- 5.4. Time for delivery/performance shall be of the essence. If the Supplier believes that it may not be able to complete an Order in accordance with its terms it shall immediately advise the individual from the Company who placed the Order.
- 5.5. Delivery/performance shall only be accepted where it can be completed during the Company's normal working hours at the delivery address. The Supplier shall use all reasonable endeavours to comply with any request from the Company to deliver/perform at specific times. The Company shall be entitled to reject a delivery if it is of the opinion there is a health and safety issue with the load or a container is not loaded properly.
- 5.6. In the event that a Warehouse is unable to accept deliveries (for whatever reason) the Supplier shall work with the Company to ensure continued supply of Goods and shall deliver to another agreed location or directly to the branch/store on request.
- 5.7. If the Company agrees to accept delivery of Goods or performance of Services by instalments, each instalment shall nevertheless constitute part of one contract represented by the relevant Order. Failure by the Supplier to deliver any one or more instalment shall entitle the Company to accept or refuse to accept all or any of the instalments.
- 5.8. If the Goods are delivered to the Company in excess of the quantities ordered, the Company shall not be bound to pay for the excess and any excess shall be at the Supplier's risk and shall be returnable at the Supplier's expense.
- 5.9. If the Goods are not delivered on the due date then, without prejudice to any other rights which it may have, the Company reserves the right to:
 - 5.9.1 cancel the Order in whole or in part;
 - 5.9.2 refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - 5.9.3 recover from the Supplier any expenditure incurred by the Company in obtaining the Goods in substitution from another supplier; and
 - 5.9.4 claim damages for any additional costs, loss or expenses incurred by the Company which are attributable to the Supplier's failure to deliver the Goods on the due date.
- 5.10. If the Company claims that an Order has not been properly fulfilled, the Supplier shall be deemed to accept the validity of the claim unless it serves written notice on the Company disputing the claim and stating the reasons for its dispute within 5 Working Days of the claim date.

6. Documentation, Packaging and Tagging

- 6.1 The Supplier shall, if requested by the Company, source that packaging and labelling from a contractor nominated by the Company.
- 6.2 For traceability requirements, the labelling affixed to the Goods must, where practicable, include the batch number or production date code, otherwise such code must be included on the display packaging. All Goods and their delivery packaging must, where requested by the Company, contain bar-coding which is readable by the Company's scanning equipment.
- 6.3 The outer packaging of Goods, or, where packaged Goods are delivered in a carton, the carton, must be clearly and securely marked with the order number, the UKCA Mark, product code, the batch number/production date code and the number of stock keeping units in the carton.
- 6.4 The packaging and labelling of the Goods must meet the quality requirements set by, and otherwise be as specified by, the Company. The Company shall not be obliged to return to or account to the Supplier for any packaging materials

(including pallets). Any packaging materials which are returned shall be at the Supplier's risk and cost. Where the Supplier is required to supply Company Goods with packaging designed by or on behalf of the Company, the Supplier shall reimburse the Company on demand the cost incurred by the Company of having the design, related artwork and other materials prepared.

6.5 Goods must be delivered on a pallet, stillage or by such other method as the Company specifies from time to time. Pallets and stillages and the accompanying Goods must be securely shrink wrapped or banded or both as the Company may require. Additionally the Supplier shall, within a reasonable period (not to exceed 6 weeks) of the Company's written request, begin to deliver Goods in a manner which meets any goods handling requirements specified by the Company, and for this purpose shall, within the same period, use its reasonable endeavours to contract, on its own behalf and without recourse to the Company, with any third party nominated by the Company for the use of materials specified by the Company or otherwise as may be necessary to meet those requirements.

7. Additional Terms

7.1 Where the Supplier supplies Goods for storage in the Company's warehouse:

7.1.1 as consignment stock, the terms in schedule 1 shall also apply;

7.1.2 as vendor managed inventory, the Supplier shall comply with the Company's procedures as in place from time to time and the provisions of paragraphs 1(a) and 1(b) of Schedule 1 shall apply.

7.2 Where the Company orders Goods directly from outside the United Kingdom, the terms in schedule 2 shall also apply.

8. Quality Assurance

8.1 The Supplier shall comply at all times with all relevant laws (including, without limitation, British statute, statutory rule, order, directive, regulation or other instrument having force of law and all other legislation for the time being in force). With reference to the Waste Electrical and Electronic Equipment (Amendment) Regulations 2007, The Producer Responsibility Obligations (Packaging Waste) Regulations 2007 and The Producer Responsibility Obligations (Packaging Waste) (Miscellaneous Amendments) Regulations 2016, the Supplier shall be responsible in full for all producer compliance costs incurred in each calendar year to the relevant authority or scheme for all Goods, save for those Goods which are branded in the Company name or directly imported into the United Kingdom by the Company.

8.2 The Supplier shall comply with the UK REACH Regulations in respect of all Goods and provide to the Company all information, data and evidence of compliance as is required to enable the Company to comply with its obligations under the UK REACH Regulations. If any Goods shall contain substances that are on the restriction, authorisation or candidate list under the UK REACH Regulations the Supplier shall (a) provide full details of such substances to the Company and (b) ensure such Goods will comply with the UK REACH Regulations prior to placing on the market or on import into the UK; before supplying such Goods to the Company.

8.3 The Supplier shall ensure that all manufacturing locations, processes and procedures for the Goods and the Goods themselves comply with all applicable Company quality assurance standards and the Supplier Manual, as advised from time to time.

8.4 To assure the Company of its quality assurance, the Supplier shall give the Company's representatives access to its premises, or the premises where the Company Goods or any part of the Company Goods are manufactured, to:

8.4.1 inspect and test the Company Goods and provide the Company with such information and explanations as it reasonably requires regarding the manufacture or storage of and any quality assurance procedures concerning the Company Goods and the Supplier shall procure that its subcontractors do likewise; and

8.4.2 audit the materials and processes used in the manufacture of the Company Goods for the purpose of checking compliance with the provisions of these Terms and Conditions and, in particular, clause 21 (Corporate Responsibility and Environment).

8.5 The Company shall be entitled to charge the Supplier its reasonable costs of such inspection, testing and/or audit where such Company Goods, materials or processes or location are found to not comply with the requirements of these Terms and Conditions.

8.6 If the results of such inspection, testing or audit cause the Company to be of the opinion that the Company Goods and/or the materials and processes used in the manufacture of the Company Goods do not conform or are unlikely to conform with these Terms and Conditions, or any Order, the Company shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity and in addition the Company shall have the right (without prejudice to its other rights and remedies) to suspend or cancel any Orders placed without liability to the Supplier.

8.7 The Supplier shall demonstrate that the Goods comply with applicable UK Directives and most recent editions of applicable British Standards (including any amendments) and/or any other agreed standards by providing copies of test

certificates from UKAS (United Kingdom Accreditation Service) or equivalent accredited testing organisations to the satisfaction to the Company, such tests to have been carried out no more than 2 years before the date of the Order.

- 8.8 The Supplier shall ensure that any changes to any specification of the Goods are agreed in writing with the Company prior to supplying those Goods.
- 8.9 The Supplier shall give the Company not less than three months' written notice of a proposed change in the manufacturing location of the Goods and shall provide the Company with access to audit and approve such manufacturing location prior to supplying Goods from that location. The cost of such audit shall be paid by the Supplier.

9. Supply of Information and Compliance with Procedures

- 9.1 The Supplier shall provide an image of the Goods on request.
- 9.2 The Supplier shall promptly inform the Company of any matter of which it is or reasonably should be aware relating to the Goods or Services or the storage, transportation, handling, assembly or use of Goods (including legislation or advice from responsible or professional or legal bodies in respect of raw materials or chemicals used in the manufacture of the Goods) and the actions it has taken or proposes to take and those that the Company or (where relevant) its customers should take in relation to such matters.
- 9.3 The Supplier shall provide to the Company full guidance documentation relating to "control of substances hazardous to health" and all weight, noise and vibration information on the Goods. The Supplier will ensure that all product literature, including instructions for use, is clear and not misleading and complies with applicable laws and regulations, including those relating to consumers. Amendments and additions will be provided by the Supplier immediately.
- 9.4 The Supplier shall immediately notify the Company in writing together with all relevant details if there is:
- 9.4.1 any defect in any Goods previously delivered to the Company or any Services already carried out; or
- 9.4.2 any error or omission in the instructions for the use and/or assembly of the Goods,
- (whether or not a breach of the Contract) which exposes or may expose any person to any risk of death or injury or causes or may cause damage to property.
- 9.5 The Supplier shall keep full and proper documentation relating to the provision of Goods and Services under the Contract. The Supplier shall allow the Company access to and the right to reproduce the Supplier's documentation for the term of the Contract and six years after.
- 9.6 The Supplier shall be responsible for any errors or omissions in any drawings, calculations, or other information or materials supplied by it whether such information has been approved by or on behalf of the Company or not, provided that such errors or omissions are not due to inaccurate information furnished in writing by the Company.
- 9.7 The Supplier shall have in place a corporate disaster recovery plan acceptable to the Company.
- 9.8 The Supplier shall comply at all times with all general codes of conduct, policies and procedures of the Company, including but not limited to the Supplier Manual, as advised from time to time.
- 9.9 The Supplier shall immediately advise the Company if it is subject to a Change of Control.
- 9.10 In the event that the Supplier fails to maintain such policies of insurance as are required under these Terms and Conditions, the Company may itself provide or arrange such insurance and charge such insurance together with its administrative costs to the Supplier.

10. Title and Risk

- 10.1 Subject to Schedules 1 and 2 in respect of consignment/call off stock, title to and risk in the Goods shall pass to the Company in accordance with the Incoterm set out in the Trading Agreement. In the absence of any Incoterm specified in the Trading Agreement, title to and risk in the Goods shall pass to the Company on delivery of the Goods to the Company.
- 10.2 Title to and risk in any display units to be located at the Company's premises (whether or not funded by the Supplier) shall pass to the Company once delivered to the Company's premises.

11. Rejection of Goods

- 11.1 The Company shall not be deemed to have accepted any Goods or Services until it has had a reasonable time to inspect them following delivery or after any latent defect has become apparent. Neither any inspection or testing by the Company or its representatives whether before or after physical delivery of the Goods or completion of the Services nor the signing

of any document acknowledging physical receipt of any Goods or completion of any Services shall constitute acceptance or approval of the Goods/Services by the Company.

- 11.2 The Company may carry out such testing and inspection of Goods/Services as it considers necessary to ensure that Goods/Services conform with these Terms and Conditions. The Supplier shall reimburse the testing costs of non-conforming Goods/Services.
- 11.3 Without prejudice to any other right or remedy which the Company may have, if any Goods or Services are not supplied in accordance with these Terms and Conditions, the Company may:
- 11.3.1 reject the relevant Goods or Services (in whole or part) and (in respect of Goods) return them to the Supplier (at the Supplier's risk and cost) and raise a debit note against the Supplier's invoice for them;
 - 11.3.2 give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods or Services or (in respect of Goods) to immediately replace the Goods with Goods that conform with the Terms and Conditions;
 - 11.3.3 on agreement between the parties, carry out at the Supplier's expense any work necessary to make the Goods or Services comply with these Terms and Conditions; and
 - 11.3.4 claim such damages as may have been sustained in consequence of the Supplier's breach of these Terms and Conditions.

12. Customer Complaints

- 12.1 In the event that the Company receives a complaint from a customer about any Goods, the Supplier shall co-operate with the Company to resolve such complaint and, in particular, shall, if requested by the Company:
- 12.1.1 visit the location at which the Goods are and inspect such Goods within 48 hours of request; and
 - 12.1.2 within 48 hours of such visit, provide a written report to the Company detailing its findings from such inspection.
- 12.2 When visiting the Company's customer's premises under clause 12.1, the Supplier shall:
- 12.2.1 ensure its employees, agents and subcontractors exercise reasonable skill and care and behave in such a way as to promote the Company's relations with the customer; and
 - 12.2.2 not admit any claim nor offer any guarantee without the prior written consent of the Company.
- 12.3 The Supplier shall notify the Company immediately in writing, together with all relevant details, of any complaints received from the Company's customers in relation to the Goods or the Services.

13. Product Recall

- 13.1 If the Company concludes that any defect in the relevant Goods or any error or omission (whether or not a breach of these Terms and Conditions) affects or may affect any of the Goods supplied and exposes or may expose any of its customers to any risk of death, injury or damage to property, the Company may at its discretion:
- 13.1.1 recall any Goods already sold by the Company to its customers and withdraw any unsold Goods from sale (whether for a refund or credit or for repair or modification of the Goods which shall in each case be undertaken by the Supplier); and/or
 - 13.1.2 issue any written or other notification to its customers and the general public about the manner of use or operation of any Goods already sold by the Company.

Costs in respect of clauses 13.1.1 and 13.1.2 shall be agreed between the parties unless such action is required as a result of legislation and/or regulations in which case the Supplier shall be responsible for the cost.

14. Price, Review and Payment and Contract Support

- 14.1 The price shall be set out in the Trading Agreement or otherwise agreed in writing, as in force on the date of the Order and is the only sum payable by the Company (other than VAT) for or in connection with the supply of the Goods and Services. The Supplier shall ensure that the price remains competitive at all times. Any reference in a pricing agreement to the Supplier's list price shall be to the Supplier's general list price in the market.
- 14.2 Any price revisions must be agreed in writing by both parties. Either party may initiate discussions for a price adjustment on 3 months written notice to the other giving the justification in such notice for the proposed adjustment. Such proposed adjustments will be subject to negotiation and shall be agreed at least 1 month prior to implementation. The Supplier agrees that any Goods on promotion will not be eligible for a price increase until the end of the promotion. Unless

otherwise agreed, promotional prices shall commence for Orders placed from 3 weeks prior to commencement of the Company's promotion.

- 14.3 In the event that the Supplier provides a product cost reduction (deflation) into the market place, the Supplier agrees it will revalue the Company's stock to the new lower cost by means of a cheque or credit note within 21 days.
- 14.4 Invoices shall be in a form approved by the Company and shall be sent in accordance with the Company's instructions as advised from time to time. All invoices shall be issued within 30 days of delivery of the Goods/completion of the Services.
- 14.5 Payment terms are as set out in the Trading Agreement. Payment will be made in Pounds Sterling unless otherwise agreed in the Trading Agreement.
- 14.6 Where self-billing has been agreed, the relevant terms in schedule 1 shall apply.
- 14.7 The Company may set off any claim for a money sum that the Company has against the Supplier or any other company in the group of which the Supplier is a member, against any claim for a sum of money that the Supplier has against the Company or any other Wickes Group Company, whether under the Contract or otherwise.
- 14.8 If any sum is not paid when due then the party entitled to payment may charge interest on such overdue sum from the due date until payment is made in full at 2% per annum over the Royal Bank of Scotland plc base rate from time to time. The Supplier shall not suspend performance of the Contract as a result of any sums being outstanding.

15. Intellectual Property Rights

- 15.1 The Supplier acknowledges that all materials, equipment and tools, drawings, specifications, and data supplied by a Wickes Group Company to the Supplier (Company Materials) and all rights in the Company Material are and shall remain the exclusive property of the relevant Wickes Group Company and shall be used by the Supplier solely for the purpose of performing its obligations under these Terms and Conditions. Any Intellectual Property in or relating to any Goods/Services derived from or containing any Company Intellectual Property and in any materials and information supplied by the Company shall belong to the Company and the Supplier hereby assigns all such Intellectual Property to the Company. The Supplier shall keep the Company Materials in safe custody at its own risk, maintain them in good condition until returned to the Company and not dispose or use the same other than in accordance with the Company's written instructions or authorisation. Under no circumstances shall the Supplier (whether during or after termination of the Contract) sell, hire or otherwise dispose or part with possession of any Goods derived from or containing any Company Intellectual Property, other than to a Wickes Group Company.
- 15.2 If the Company Goods include any material that incorporates any Intellectual Property belonging to a third party, then the Supplier must:
 - 15.2.1 expressly advise the Company of that fact as soon as the Supplier becomes aware of it; and
 - 15.2.2 procure that the third party grants to the Company at no cost to the Company an assignment or at the Company's discretion a world-wide, royalty-free permanent and irrevocable licence in respect of those Intellectual Property which permits its unfettered use and enjoyment of the Company Goods including, without limitation, the right to use, copy, adapt, modify, and to do all of those things in relation to any adaptation, improvement or modification of that material.
- 15.3 The Supplier undertakes to execute any further document that the Company requires to enable the Company to become registered in the Register of Patents in any country as proprietor of any patents in the Company Goods.
- 15.4 The Supplier shall promptly (on the Company's written request at any time) either deliver to the Company or, at the Company's sole option, destroy all Company Materials. In the case of Company Materials held in machine readable form "destruction" shall involve erasing these from the medium on which they are held.
- 15.5 The Supplier shall keep in strict confidence all information concerning the business, products and customers of any Wickes Group Company. The Supplier shall not without the Company's prior written consent make use of the Company's name or any of its Intellectual Property for promotional or publicity purpose.

16. Indemnity

- 16.1 The Supplier agrees to indemnify the Company in full against all claims, demands, actions, proceedings and all damages, losses, costs and expenses which are made against or incurred by the Company resulting from:
 - 16.1.1 any claim by a third party that the manufacture, assembly, sale or supply, offer for sale or supply, possession, advertisement, hire or use of any of the Goods and/or Services by the Company or its customers infringes the Intellectual Property rights of that third party;

- 16.1.2 any recall of any Goods already sold by the Company to its customers (and any unsold Goods) and/or any notification to its customers issued by the Company about the manner of use or operation of any Goods already sold by the Company to its customers;
- 16.1.3 any liability incurred under the Consumer Protection Act 1987 in respect of the Goods and/or their packaging; and/or
- 16.1.4 any breach of any term of these Terms and Conditions by the Supplier.

16.2 The Supplier shall maintain such insurances as are appropriate having regard to its obligations under these Terms and Conditions and in particular public and product liability insurance for a minimum cover of £10 million per claim and employer's liability insurance for a minimum of £5 million per claim with an insurer acceptable to the Company. The Supplier shall produce a copy of such policies and renewal premium receipt on request.

17. Warranties

17.1 The Supplier warrants that the Goods shall:

- 17.1.1 be accompanied with accurate, complete and comprehensible instructions in English for the treatment, assembly, use, handling, transportation and/or storage of the Goods;
- 17.1.2 be equal in all respects to and in conformity with the samples, drawings, patterns, specifications or other descriptions of the Goods as specified in the Contract;
- 17.1.3 conform in all respects with any representations made by the Supplier and with all descriptions, drawings and other standards given by the Supplier prior to the Order;
- 17.1.4 be manufactured to and in accordance with all applicable laws and regulations and codes of practice in the country of manufacture and to British Standards;
- 17.1.5 be of satisfactory quality, free from defects in materials and workmanship and fit for its intended purpose;
- 17.1.6 be free from design and other inherent defects; and
- 17.1.7 not infringe the Intellectual Property Rights of any third party.

18. Rebates

18.1 The Supplier shall pay a rebate for each Financial Year as set out in the Trading Agreement. Unless otherwise stated in the Trading Agreement, all Orders placed by any Company shall be deemed to have been placed by the Company for the purposes of the rebate rate calculation and the rebate calculation shall be paid to the Company.

18.2 Any Orders placed by the Company but which the Supplier has not been able to fulfil (other than due to the Company's default) will be taken into account for the rebate rate calculation.

19. Data Protection

Where the Company supplies data to the Supplier that is covered by the Data Protection Legislation, the Supplier shall act only in the capacity of Data Processor in carrying out its obligations under the Contract and shall only process data in accordance with the Company's instructions and in full compliance with all Data Protection Legislation. In the event that the Supplier processes personal data, the parties shall enter into the Company's data processing agreement (and where there is a conflict between the provisions of the data processing agreement and these Terms and Conditions, the data processing agreement shall take precedence).

20. Sub-Contracting to Group Companies

Where an Order is performed by a Supplier Group Company such Order shall be deemed to have been performed by it as a subcontractor of the Supplier under these Terms and Conditions (irrespective of which Supplier Group Company is set out in the Order, invoices or receives payment).

21. Corporate Responsibility and Environment

21.1 The Supplier shall provide such information as the Company reasonably requests to demonstrate that acceptable legal, moral and ethical standards are in place and provide access to the Company to inspect welfare facilities and other accommodation used by persons engaged in the manufacture of the Goods.

21.2 The Supplier will cooperate with the Company in its commitment to the environment through ISO 14001 and, so far as practicable, meet the objectives outlined in the standards.

21.3 The Supplier will be responsible for ensuring that it and the manufacturer of its products respect the welfare of employees and of the local community and comply with all applicable laws (including all labour, environmental and health and safety laws) and the Supplier Manual. The Supplier must have its own environmental and health and safety policies acceptable to the Company and demonstrate its compliance with such policies.

22. Anti-Bribery

22.1 The Supplier shall during the term of these Terms and Conditions:

22.1.1 comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption in all countries in which it is incorporated or established and in which it does business including to the Bribery Act 2010 (Relevant Requirements);

22.1.2 establish, maintain and enforce its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements;

22.1.3 notify the Company (in writing) if it becomes aware of any breach of the Bribery Act 2010, or has reason to believe that it has received a request or demand for any undue financial or other advantage in connection with the performance of these Terms and Conditions.

22.2 The Supplier agrees that it will not take or knowingly permit any action to be taken that would cause the Company to be in violation of any applicable anti-bribery or anti-money laundering laws.

22.3 The Supplier agrees that its books, records and all accounts shall accurately reflect any and all payments in respect of transactions of the Supplier whether under these Terms and Conditions or otherwise and the Company (and the Company's authorised representatives) shall have the right to inspect, audit and to take copies of the Supplier's books, records and accounts at any time on prior written notice.

22.4 Without prejudice to the Company's other rights in these Terms and Conditions, the Company shall not be required to make any payments to the Supplier that might otherwise be due from the Company if such payments are related to a transaction in connection with which the Supplier has breached this clause 22.

23. Sanctions

23.1 The Supplier (which for the purposes of this clause 23 shall include all of the Supplier's employees, agents, representatives, affiliates and any person employed by or acting on behalf of the Supplier) agrees that it will not take or knowingly permit any action to be taken that would cause the Company to be in violation of any applicable Sanctions with which it is required to comply.

23.2 The Supplier acknowledges and agrees that it is familiar with and will abide by the Sanctions in all the countries in which it is incorporated or established and in which it does business.

23.3 If the Supplier discovers that it has or may have violated any of the provisions in this clause 23 the Supplier shall immediately notify the Company and cooperate with any investigations by the Company into such matters.

23.4 Without prejudice to the generality of clauses 23.1 to 23.3 inclusive, the Supplier undertakes with the Company to establish and at all times maintain and implement such policies and procedures as may be required to ensure that it prevents violations of applicable Sanctions.

23.5 Without prejudice to the Company's other rights in these Terms and Conditions, the Company shall not be required to make any payments to the Supplier that might otherwise be due from the Company if such payments are related to a transaction in connection with which the Supplier has breached this clause 23.

24. Anti-facilitation of tax evasion

24.1 The Supplier shall:

24.1.1 not engage in any activity, practice or conduct which would constitute either:

- 24.1.1.1 a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
- 24.1.1.2 a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;

24.1.2 establish, maintain and enforce its own policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person and to ensure compliance with clause 24.1.1;

24.1.3 notify the Customer in writing if it becomes aware of any breach of clause 24.1.1 or has reason to believe that it 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 in connection with the performance of the Contract

24.2 The Supplier shall ensure that any its agents, consultants, contractors, subcontractors or other persons engaged in performance of the Supplier's obligations under the Contract do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 24 (**Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Company for any breach by such persons of any of the Relevant Terms.

24.3 For the purposes of clause 24.2, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017.

25. **Employees**

The Supplier undertakes not to structure its business and the provision of the Goods or Services in any way that an employee of the Supplier (or agent, subcontractor or Group Company) could claim to be entitled to transfer to the employment of a Wickes Group Company pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006. In the event that any such employee claims to be or is entitled to transfer pursuant to these Regulations, the Supplier shall indemnify the relevant Wickes Group Company in full against any costs, claims, losses or liabilities suffered as a result.

26. **Acquisitions and Mergers**

In the event of Wickes or any Wickes Group Company acquiring or merging with other companies or businesses, in agreement with the Supplier, the lowest negotiated price with either company or business will apply from the date of the acquisition/merger to all sales to any Wickes Group Company. The Company further reserves the right to re-negotiate terms when the acquisition/merger has a significant effect on volumes of Goods purchased.

27. **Notices**

27.1 Any notice given pursuant to or in relation to these Terms and Conditions shall be in writing addressed to that party at its registered office (if a company), otherwise to its principal place of business and shall be delivered personally, sent by pre-paid first class post by recorded delivery or commercial courier or by fax.

27.2 Notices shall be deemed to have been received, if delivered personally or by fax by 5.00pm on a Working Day, at the time of delivery (otherwise the next Working Day); and in the case of first class registered or recorded post, 2 Working Days from the date of posting or 5 Working Days if sent by airmail. In proving such service it shall be sufficient to prove that the envelope containing such notice was correctly addressed to the relevant party (in accordance with this clause) and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered letter.

28. **Confidentiality**

28.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 278

28.2 Each party may disclose the other party's confidential information:

28.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers 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. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause; and

28.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

28.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with these Terms and Conditions.

28.4 The Supplier shall within 7 days following delivery of the last Order pursuant to these Terms and Conditions, at its own cost, return to the Company the originals and all copies of any Company information of a confidential nature and shall erase any such information held in machine readable form and procure subcontractors to whom any such information has been disclosed to take such action and through the finance director of the Supplier confirm in writing that it has performed these obligations.

29. General

- 29.1 The Company reserves the right to defer the date of delivery if it is prevented from or delayed in carrying out its business due to circumstances beyond its reasonable control.
- 29.2 Save for any Wickes Group Company who shall be entitled to enforce any provision of the Contract, no person who is not a party to the Contract shall have a right to enforce any term of the Contract which expressly or by implication confers a benefit on that person.
- 29.3 The Supplier shall not be entitled to assign any of its rights or obligations under the Contract. Wickes or any Group Company may assign any of its rights or obligations under the Contract at any time in respect of Company Goods. The Supplier shall not sub-contract, in whole or in part, performance of any of its obligations under the Contract without the Company's prior written consent. Where the Supplier is allowed to sub-contract it shall continue to be responsible for performance of the Contract. The Company may at any time withdraw its consent for the Supplier to sub-contract any of its obligations under the Contract.
- 29.4 No waiver by one party of a breach of the Contract by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision. A failure or delay by one party to exercise any right or remedy conferred by the Contract or law shall not be construed as a waiver of that right or remedy unless the Contract imposes a specific period for the exercise of that right or remedy.
- 29.5 If at any time any term of the Contract is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from the Contract and the validity and/or enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired as a result of that omission.
- 29.6 The Supplier acknowledges that the Contract shall not be construed so as to confer any exclusivity on the Supplier in supplying the Goods or equivalent or similar goods to any Wickes Group Company nor oblige any Wickes Group Company to place any Orders at all.
- 29.7 Any dispute or claim about or arising under or in connection with these Terms and Conditions shall be governed by and construed in accordance with English law.
- 29.8 The English Courts shall have non-exclusive jurisdiction to resolve a dispute or claim. Where the Supplier is domiciled outside the United Kingdom, the Company may, at its option, elect for a dispute or claim to be referred and finally resolved by arbitration under the UNCITRAL arbitration rules. The London Court of International Arbitration shall be the appointing authority and the number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language used shall be English.

Schedule 1

Consignment Stock and Self Billing

1. Consignment Stock

Where Goods are supplied to the Company as consignment stock for storage at the Warehouse, the following provisions will also apply:

- (a) Title and risk in the Goods shall remain with the Supplier, notwithstanding collection by the Company or its agent and/or delivery to the Warehouse by the Supplier, until such time as the Company or its agent shall have picked any relevant item of Goods. For these purposes Goods are picked when removed from the Warehouse shelves by the Company or its agent for despatch to the Company's branches/stores/customers and such removal has been confirmed by inputting the relevant details into the Warehouse Network (as defined below). The Company shall be entitled to return to the Supplier or request the Supplier to collect any Goods not picked that the Company no longer requires to be stored at the Warehouse.
- (b) Until risk passes to the Company, the Company shall only be responsible for the Goods in the Warehouse to the extent that such Goods are lost or damaged due to the Company's negligence. In such event the Company's liability is limited to reimbursing the Supplier with the cost price of the Goods to the Supplier (excluding all profit). The Supplier shall be responsible for insuring against all other risks.
- (c) The Company shall ensure that there is in operation at the Warehouse a computer system (the "**Warehouse Network**") which should be capable of accurately performing the following functions ("the **Functions**):-
 - (i) record receipt of Goods;
 - (ii) monitor stock levels of Goods;
 - (iii) record despatch (i.e. picking) of Goods;
 - (iv) automatically raise an invoice on behalf of the Supplier on picking of Goods; and
 - (v) enable the Company to send the Supplier at regular intervals via the Warehouse Network information of the kind referred to in this clause concerning the Goods.
- (d) The Supplier shall ensure that it has the capability to link, and is linked, into the Warehouse Network (through the System) in order to provide the Company with such information as is necessary to enable the Company to carry out the Functions (and any other functions agreed from time to time) in relation to the Supplier (and the Goods it supplies) using the Warehouse Network. The Supplier shall:
 - (i) take all necessary precautions in accordance with good industry practice to ensure that no malicious software (being any software program or code intended to destroy, interfere with, corrupt or have a disruptive effect on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed) is introduced into the Warehouse Network by virtue of the Supplier's link to it; and
 - (ii) if the Supplier remotely accesses the Warehouse Network, ensure that it does not corrupt any data recorded in the Warehouse Network or access any data not relating to the Supplier. If the Supplier inadvertently accesses such data it shall notify the Company and keep all such data confidential and not use or disclose it to any person.
- (e) The price for any Goods picked will be that determined under the Contract at the date and time of picking (as defined in 1(a) above) and the invoice shall be dated such date.
- (f) The Company or its agent will on receipt of no less than 4 weeks written notice from the Supplier carry out a stock take of the Goods owned by the Supplier at the Warehouse for the purpose of the Supplier's preparation and audit of its annual accounts. The results of the stock take will be sent by the Company or its agent to the Supplier within 4 weeks of the receipt of the said request by Supplier. The stock take in the Warehouse will allow a count of the stock to be completed by the Supplier to facilitate year end and statutory reporting.
- (g) Stock Movement Audit Trail - For each product a daily stock status report will be sent to the Supplier either by fax or EDI which will take the form of a statement of stock movements. This report will contain:
 - (i) Opening balance;
 - (ii) Daily receipts and issues (picks), itemised by a unique transaction reference with date, time and quantity; and
 - (iii) Resulting closing balance.

This will provide the Supplier with details of the stock movement of the Goods and the unique transaction reference (if relevant) in the self billing process defined below.

Self Billing Procedure

- (h) Proof of Delivery - For each delivery of each type of Goods into the Warehouse a proof of delivery will be sent to the Supplier either by facsimile or EDI which will take the form of an acknowledgement of product receipt as per the delivery note. This receipt will appear on the stock movements audit trail.

Proof of delivery will contain:

- (i) Number of pallets/totes/stillages of each type of Goods received in good condition.
 - (ii) Number of pallets/totes/stillages of each type of Goods received in poor condition which will be returned.
 - (iii) Number of pallets/totes/stillages short delivered against the quantity stated on the delivery note.
- (i) Weekly Report - Each week, all the stock movements for the Supplier's stock of Goods for which the Company will be paying, are collated and produced on a weekly 'Self Billed Invoice' report by the Company according to each SKU which will refer to the unique movement reference, the quantity purchased, and the value of each line, with a total to be paid, at the foot of each report. This report will be given a unique reference.
- (j) Payment - the Company will pay the Supplier the amount set out in the Weekly report in accordance with the Contract and will state the unique weekly report reference on the remittance advice which accompanies each payment.
- (k) The Supplier shall comply with such procedures relating to self billing as required by the Company from time to time.
- (l) The Supplier hereby confirms its agreement to the VAT self billing arrangement. The Supplier warrants to and undertakes as follows:-
- (i) that the Supplier is a taxable person within the meaning of the VAT Act 1994 and is properly registered for VAT under that Act and shall notify the Company of its VAT registration number as soon as practicable following commencement of the Contract;
 - (ii) that it will notify the Company in writing immediately if it ceases to be a taxable person for the purposes of the VAT Act 1994 or if its VAT registration number is cancelled or changed for any reason;
 - (iii) that if for any reason any supply of Goods to the Company pursuant to the Contract is made, or may be treated as made, for VAT purposes by some person other than the Supplier, it will notify the Company before such supply is made;
 - (iv) that it will not issue or purport to issue any VAT invoice in respect of any supply in respect of which the self-billing arrangements herein set out apply; and
 - (v) to, at the Company's request, sign a self bill agreement annually confirming the self bill terms as set out in this Schedule (as may be amended to reflect any changes in law or regulation).
- (m) The Supplier shall indemnify the Company against all costs, claims, expenses and demands resulting from a breach of the above provisions on the basis that such indemnity shall (for the avoidance of doubt) extend to (i) all sums recoverable from the Company (or any other member of its group within Section 43 VAT Act 1994) in respect of items treated in good faith by the Company (or such other group member) as input VAT (within the meaning of Section 24 VAT Act 1994) but which are in fact recoverable from it by H M Custom & Excise; and (ii) all interest, penalties and default surcharges suffered by the Company (or any such group member) which would not have arisen but for such breach. The Supplier acknowledges that the Company is contracting as agent on behalf of such other persons as may be entitled to the benefit of such indemnity as well as in its own right, to the intent that the Company and each such other person shall have a separate right of action under such indemnity.

Schedule 2

Purchases from outside UK

Where the Company places an Order for the direct shipment of Goods from outside the United Kingdom, the following provisions shall also apply.

1. In this Schedule the following words shall have the following meanings:

“**Incoterms**” means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Order is submitted; and

“**Original Documents**” means:

- (a) Shipper's/Supplier's invoice
- (b) Original Bill(s) of Lading (detailing Supplier as shipper, Company as consignee and Company's shipping agent as 'party to notify')
- (c) Packing Schedule
- (d) Original Certificate of Insurance (if applicable)
- (e) Original Phytosanitary Certificate (if applicable)
- (f) Original Certificate of Origin (if applicable)
- (g) Original GSP Form (if applicable)
- (h) Treatment Certificate (if applicable)
- (i) Pre-shipment Inspection Report
- (j) FLEGT licence (if applicable)

- 2. For the purpose of clause 4.1 of these Terms and Conditions, the Goods shall be delivered and/or collected in accordance with the agreed Incoterms to the delivery address stated in the Order or such other delivery address as is advised by the Company in writing prior to delivery of the Goods.
- 3. The Supplier shall invoice the Company for the Goods upon delivery and/or collection of the Goods to the Company's designated shipping agent. The Company shall pay such invoice within 90 days of receipt of the Original Documents, or such other timescale as is agreed in writing.
- 4. The Supplier shall provide the Company with the Original Documents within 5 Working Days of delivery of the Goods. In respect of EU collections, FCA incoterm documentation must be provided by the Supplier on collection. The Supplier shall indemnify the Company against all costs and claims incurred by the Company as a result of the Supplier's failure to provide the Original Documents within the timeframe requested.
- 5. The Supplier shall carry out a thorough pre-shipment inspection and complete a pre-shipment report. The Supplier shall take clear photographs of the Goods prior to packing, after packing and once loaded on the containers. The Supplier shall send such photographs and the pre-shipment report to the Company by e-mail to such address as is advised by the Company as soon as possible after loading and, in any event, within 10 Working Days of loading of the Goods.
- 6. The Supplier shall immediately notify the Company of any damage or issues identified during the pre-shipment inspection and shall not release any such Goods for shipping until authorised by the Company to do so.
- 7. Where Goods are supplied as call off stock (other than for storage in a Warehouse), the Supplier shall deliver the Goods into a facility agreed with the Company which shall be managed by or on behalf of the Supplier, and the following provisions shall apply:
 - (a) Title and risk in the Goods shall remain with the Supplier until collected by/delivered to the Company; and
 - (b) The Supplier shall invoice the Company at the end of each week for Goods collected/delivered during that week (unless otherwise agreed in writing).
- 8. In the event that the Company signs any standard for shipping contract, the terms shall not be binding on the Company even if signed. Any such document shall be evidence of the Goods ordered only.
- 9. Any dispute relating to timber and forestry Goods shall, if requested by the Company, be resolved via the Timber Trade Association's arbitration service.