

TERMS OF SUPPLY AGREEMENT

This agreement made on the _____ between

- 1) [■*company name*] (company number [■]) whose registered office is at [■*address*] (“Seller”).
- 2) Centerprise International Limited (company number 1738519) whose registered office is at Hampshire International Business Park, Lime Tree Way, Basingstoke, Hampshire, RG24 8GQ (“Buyer”).

The Buyer may from time to time wish to purchase goods and/or services from the Seller and this agreement sets out the terms (“Terms”) on which such goods and/or services will be sold.

1 Definitions

“Contract” means a contract entered into by the Seller and the Buyer, or a Group Company (as defined in clause 2), and which shall incorporate the Buyer’s order, these Terms and any documents referred to in them.

“Goods” means the goods to be supplied by the Seller to the Buyer under a Contract.

“Services” means the services to be supplied by the Seller to the Buyer under a Contract.

2 Buyer’s Group

The Seller acknowledges and agrees that other members of the Buyer’s group of companies (each a “Group Company”) may place orders, and enter into Contracts, with the Seller. These Terms shall govern any such Contract and references in these Terms to the “Buyer” shall mean the Group Company which has entered the Contract.

3 Orders

- 3.1 The Seller acknowledges that, in entering this agreement, no form of exclusivity or volume guarantee has been granted by the Buyer and that the Buyer is at all times entitled to enter into contracts and arrangements with other suppliers for the provision of any or all goods and services which are the same as or similar to the Goods and Services.
- 3.2 Orders may be placed by the Buyer by telephone, email or post but the Buyer shall not be liable in respect of any orders which are not confirmed by a written purchase order issued by a duly authorised representative of the Buyer. The purchase order may include additional details (in relation to matters such as to discounts, non-standard payment terms and specific delivery requirements) which shall form part of the Contract.
- 3.3 Any order in accordance with clause 3.2 and shall incorporate these Terms to the exclusion of any printed conditions appearing in acknowledgements, acceptance forms, delivery notes etc. issued by the Seller and any terms and conditions implied by law, trade custom, practice or course of dealing.
- 3.4 Neither the Buyer nor the Seller shall be bound by any variation or waiver of, or addition to, these Terms except as agreed by the parties in writing and signed on their behalf by a director of each party.

4 Price and Price Protection

- 4.1 The price for the Goods or Services shall be the price specified in the Buyer’s purchase order.

- 4.2 Unless otherwise agreed in writing, the price shall include packaging, delivery and insurance but shall exclude VAT and all other applicable taxes.
- 4.3 Price protection will be offered on all Goods for a period of 90 days from the date of the Seller's invoice. The Seller shall apply any credit due to the Buyer under such price protection arrangement within 21 days of the date of the credit becoming due, failing which the Buyer may debit the amount of the credit from any payments due to the Seller.

5 Stock Rotation

The Seller will allow the Buyer to rotate stock rotation for a period of 90 days after the date on which the Goods are received by the Buyer. Goods returned to the Seller will be credited for the original invoice price purchased, unless the price has been protected as described in clause 4.3 in which case the Goods will be credited at the then current protected price.

6 Invoicing and Payment

- 6.1 The Seller's invoices shall show the Buyer's purchase order number, the quantity of Goods, any cash or other discounts and the net total. Failure to comply with this clause may result in the return of the invoice to the Seller. Invoices which vary from the purchase order terms or with the Goods received, will not be paid until such time as the discrepancies are resolved.
- 6.2 The Buyer shall pay each invoice submitted in accordance with clause 6.1 by the end of the month following the month in which the invoice is submitted. Payment shall be made by BACS. The Buyer may set-off against the Seller's invoice any sums owed to the Buyer by the Seller.
- 6.3 Payment not received when payable will be considered overdue and will be subject to interest from the date payable at the rate of 4% per annum above the base rate for the time being of HSBC Bank Pic. Such interest shall accrue on a daily basis and be payable on demand after as well as before Judgement and shall be deemed to be a substantial remedy under the Late Payment of Commercial Debts (Interest) Act 1998.

7 Delivery

- 7.1 The Seller shall deliver the Goods to the location stated in the Buyer's purchaser order and in accordance with the delivery schedule agreed between the Buyer and the Seller.
- 7.2 The Seller shall supply the Services in accordance with the delivery schedule agreed between the Buyer and the Seller.
- 7.3 If the Seller fails to deliver the Goods or supply the Services in accordance with the agreed schedule the Buyer reserves the right to:
- (a) cancel the order or any part thereof without liability to the Seller; or
 - (b) proceed with the order and recover from the Seller any loss or damage suffered by the Buyer as a result of the Seller's delay. The parties may, at the time the Contract is entered into, agree the rate at which liquidated damaged will be payable by the Seller in the event of the Seller's delay.

- 7.4 The Seller shall comply with the following requirements:
- (a) **Pallets:** All pallet deliveries must be booked in with goods.in@centerprise.co.uk at least 24 hours in advance. Pallet deliveries must be presented on either wooden 1200 x 800 or 1200 x 1,000 (preferably with 4x4 slats) pallets. Metal and plastic pallets will not be accepted. No overhang on pallets is permitted.
 - (b) **Delivery documentation:** All delivery notes/packing lists/CMR's must contain the Buyer's purchase order number(s) and the relevant supplier or manufacturer product code corresponding to the product code on the Buyer's stock management/identification system.
 - (c) **Master craton and product barcodes:** All Goods should have a product barcode, preferably in EAN-13 font, which scans on both their master cartons and the individual product unit packaging. Master carton and product barcodes must be clearly visible and positioned on a smooth surface accessible for scanning.
 - (d) **Packaging:** Packaging must be of a sufficient design, size and strength to protect the product throughout the supply chain process.
 - (e) **Delivery vehicle requirements:** All delivery vehicles must facilitate side or rear unloading, be in safe working condition with sound floor boarding and be suitable for pallet moving equipment.
- 7.5 The Buyer may at its discretion refuse deliveries at the time of delivery, or subsequently reject them, for example if:
- (a) a pallet delivery has not been booked in as described in clause 7.4;
 - (b) the quantity of Goods delivered is in excess or deficit of the ordered quantity;
 - (c) the paperwork accompanying the delivery is incomplete or missing;
 - (d) the delivery poses a potential health and safety hazard; or
 - (e) the presentation of the Goods is deemed unacceptable or the Goods are damaged or wet.
- 7.6 Acceptance of a delivery shall not constitute a waiver of any of the Buyer's rights under the Contract.

8 Defects on Delivery

- 8.1 Before dispatching Goods the Seller shall inspect them (to ensure that they comply with the Order and any mandated standards and are free from defects) and test them against any criteria specified by the Buyer.
- 8.2 If, as a result of any inspection or test after delivery, the Buyer is of the reasonable opinion that the Goods or Services do not comply with the order it shall inform the Seller accordingly in writing and the Buyer may, at its option, return the Goods or reject the Services at the Seller's risk and expense, and recover from the Seller any loss or damage suffered by the Buyer and any additional delivery expenditure incurred in obtaining replacement goods or services.
- 8.3 The decision by the Buyer to reject any part of the Goods or Services shall not relieve the Seller of its obligation to comply with these Terms or prejudice any right of the Buyer to terminate the Contract

thereafter.

9 Ownership and Risk

Ownership and risk in the Goods shall pass to the Buyer at the time and place of delivery.

10 Warranties

10.1 The Seller warrants to the Buyer that the Goods shall:

- (a) conform as to the quantity, quality, description and performance standards stated in the Buyer's purchase order;
- (b) be free from defects in design, material and workmanship for a period of 14 months of the date of delivery;
- (c) conform with or exceed standards of merchantable quality and be fit for any purpose held out by the Seller, made known by the Buyer or agreed in writing by the parties;
- (d) correspond with any relevant specification or sample provided; and
- (e) comply with all statutory requirements and regulations.

10.2 The Seller warrants to the Buyer that:

- (a) the Services shall be supplied using the highest level of care, skill and diligence in accordance with best industry practice;
- (b) the personnel assigned to the Services shall have suitable skills and experience; and
- (c) all goods, materials, standards and techniques used in providing the Services shall be of the best quality and are free from defects in workmanship, installation and design; and
- (d) it shall obtain and, at all times during the term of the Contract, maintain all necessary licences and consents and comply with all laws applicable to the supply of the Services.

10.3 The Seller warrants that the Goods and Services and their use will not infringe any patent, registered design, copyright, trade mark or any other intellectual or industrial property rights of a third party.

10.4 Without prejudice to any other remedy, if any Goods or Services are not supplied in accordance with the Contract, the Buyer may, at its option, return the Goods or reject the Services at the Seller's risk and expense, and recover from the Seller any loss or damage suffered by the Buyer and any additional delivery expenditure incurred in obtaining replacement goods or services.

10.5 The Seller shall indemnify the Buyer against all claims whether pursuant to the Consumer Protection Act 1987 or otherwise in respect of damage or injury to property or persons (including claims by an employee of the Buyer) in consequence of a defect in the Goods or Services.

11 Proprietary Rights

The Seller acknowledges that any intellectual property rights in any specification or other requirements document issued by the Buyer shall belong to the Buyer or its licensors and the Seller shall make no use of such rights other than to fulfil its obligations to the Buyer under the Contract. The Seller shall

indemnify the Buyer against all loss, damages, costs and expenses awarded against, or incurred by, the Buyer as a result of any use of such rights in breach of this clause 11.

12 Returns

In the event of any breach of the warranties set out in clause 10.1, the Buyer shall notify the Seller and the Seller shall provide RMA details to the Buyer within 24 hours of the Buyer's notification. Faulty Goods shall be returned at the Seller's expense. The Seller shall, within 30 days of receipt of the returned Goods, issue to the Buyer, either replacement Goods or a credit note to the full value of the faulty Goods. The Buyer may withhold payment to the Seller pending receipt of replacement Goods or a credit note. The Seller shall include the RMA number of any replacement Goods on all documentation returned to the Buyer and shall include details of the original returned Goods and serial number on the replacement delivery note.

13 Term and Termination

13.1 This agreement shall operate as a framework. It shall commence on the date hereof and shall be automatically be reviewed on an annual basis.

13.2 Each individual Contract shall commence on the date on of the Buyer's purchase order and shall continue until performed or, where applicable, terminated by either party giving notice in accordance with the terms of the Contract.

13.3 The Buyer may terminate the Contract by giving the Seller 90 days' prior written notice.

13.4 Without prejudice to any other rights to which it may be entitled under the Contract, either party may give notice in writing to the other terminating the Contract with immediate effect if:

- (a) the other party commits a material breach of any of the terms of the Contract and (if such breach is capable of remedy) fails to remedy that breach to the reasonable satisfaction of the other within 30 days of being notified of the breach;
- (b) an order is made or a resolution is passed for the liquidation, winding up or dissolution of the other party (otherwise than for the purpose of reconstruction or amalgamation);
- (c) an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the other party;
- (d) the other party makes any voluntary (or similar) arrangement with its creditors;
- (e) an administrator is appointed over the other party;
- (f) the other party otherwise becomes subject to the insolvency laws in any jurisdiction; or
- (g) the other party ceases, or threatens to cease to carry on business.

13.5 The Buyer may terminate the Contract on written notice to the Seller in the event of a change of control of the Seller (and for these purposes "control" has the meaning given in section 1124 of the Corporation Tax Act 2010).

13.6 On termination of the Contract for any reason:

- (a) any monies owed by either party and not disputed will be paid within 30 days, subject to the parties' rights of set-off; and
 - (b) any stock held by the Buyer will be returned for full credit.
- 13.7 The accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination of the Contract shall not be affected, including the right to claim damages in respect of any breach which existed at or before the date of expiry or termination.
- 13.8 Clauses of these Terms which expressly or by implication have effect after expiry or termination shall continue in full force and effect.
- 14 Limits of Liability and Indemnity**
- 14.1 Nothing in these Terms shall exclude or limit's the Buyer's liability for:
- (a) death or personal injury resulting from negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; and
 - (d) any liability under the indemnities contained in clause 11 and clause 14.4.
- 14.2 Subject to clause 14.1, the total liability of the Buyer under or in connection with the Contract shall be limited to the Contract price.
- 14.3 Except as stated in clause 14.1, the Buyer shall not be liable to the Seller (whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise) for any:
- (a) loss of profit;
 - (b) loss of goodwill;
 - (c) loss of business;
 - (d) loss of business opportunity;
 - (e) loss of anticipated saving;
 - (f) loss or corruption of data or information; or
- special, indirect or consequential damage.
- 14.4 The Seller indemnify the Buyer against all loss, damages, costs and expenses awarded against, or incurred by, the Buyer in connection with:
- (a) any loss or damage to the Buyer's tangible property arising from the Seller's breach of the Contract or negligence; and
 - (b) any breach by the Seller of its obligations under clause 16 or clause 17.

15 Insurance

During the term of the Contract and for a period of three years afterwards the Seller shall maintain in force the following insurance policies with reputable insurance companies:

- (a) public liability insurance for not less than £5,000,000 (five million pounds) any one claim; and
- (b) product liability insurance for not less than £5,000,000 (five million pounds) any one claim and in the annual aggregate.

The Seller's liabilities under these Terms shall not be deemed to be released or limited by the Seller taking out the insurance policies referred to in this clause 15.

16 Confidential Information

- 16.1 Each party ("Disclosing Party") may from time to time disclose to the other party ("Receiving Party") (or the Receiving Party may otherwise receive in the course of performing the Contract) certain information (whether in oral, written or electronic form) regarding the business of the Disclosing Party, including technical, commercial, marketing, financial, employee, planning and other confidential or proprietary information or know-how ("Confidential Information"). Any information that is marked as confidential or proprietary, or that the Receiving Party knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party will be considered Confidential Information of the Disclosing Party. All of the Buyer's materials and data will be considered Confidential Information of the Buyer.
- 16.2 The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by these Terms. The Receiving Party will only disclose the Confidential Information of the Disclosing Party to those employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of the Contract and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorised use, access or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.
- 16.3 Notwithstanding anything to the contrary, Confidential Information will not include, and the Receiving Party will have no obligations under this clause 16 with respect to, any information that:
- (a) was already known to the Receiving Party at the time of disclosure by the Disclosing Party;
 - (b) was disclosed to the Receiving Party by a third party who, to the Receiving Party's knowledge had the right to make such disclosure without any confidentiality restrictions;
 - (c) is, or through no fault of the Receiving Party has become, generally available to the public; or
 - (d) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.
- 16.4 In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is:
- (a) approved in writing by the Disclosing Party;

(b) necessary for the Receiving Party to enforce its rights under these terms and conditions in connection with a legal proceeding; or

(c) required by law or by the order of a court of similar judicial or administrative body,

16.5 provided that if lawful the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and co-operates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

16.6 Neither party may issue any press releases or make statements about the subject matter and existence of this agreement without the other party's prior written consent (such consent not to be unreasonably withheld or delayed).

17 Data Protection

It is not anticipated that, in the course of providing the Services, the Seller will perform any activity which amounts to data processing. However if the Buyer requires the Seller to undertake data processing activities the Buyer shall be the data controller and the Seller shall be the data processor and the parties shall enter into a data processing agreement in accordance with the requirements of article 28 of the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 or any replacement legislation applicable in England and Wales from time to time.

18 Compliance with Laws

The Seller shall comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the performance of its obligations under the Contract, including without limitation those relating to:

18.1 health and safety (including CE marking) and environmental protection; and

18.2 anti-bribery/anti-corruption and anti-slavery/human trafficking. The Seller shall have in place and, at all times during the term of the Contract, maintain policies and procedures to ensure compliance with the Bribery Act 2010 and the Modern Slavery Act 2015, and shall provide copies of these to the Buyer on request.

19 Import Licences

The Buyer is responsible for obtaining such import licences and other consents in relation to the Goods as are required from time to time and the Seller shall provide such assistance as the Buyer may reasonably require. The Buyer shall make those licences and consents available to the Seller prior to the relevant shipment.

20 Employees and Staff

Each party agrees that, during the term of the Contract and for a period of 12 months from the date of its expiry or termination, it will not, whether directly or indirectly, approach or attempt to approach any employee or other staff member of the other party who has been materially involved with the performance of the Contract ("Employee") with a view to employing or engaging the Employee, whether on a fixed term, temporary or permanent basis. A party shall not be in breach of this clause 20 as a result of running a national advertising campaign open to all comers and not specifically targeted at any of the

staff or the customers of the other party.

21 Relationship of the Parties

The relationship between the Buyer and the Seller is that of independent contractor. Neither party is the agent of the other and neither party has any authority to make any contact or make any obligation expressly or impliedly in the name of the other party.

22 General

- 22.1 The headings in this agreement are for ease of reference only and shall not affect the interpretation or construction.
- 22.2 The Contract shall contain the entire agreement between the parties in relation to its subject matter to the exclusion of all other terms and conditions whether express or implied.
- 22.3 No forbearance delay or indulgence by the Buyer in enforcing its respective rights shall prejudice or restrict its rights and no waiver of any such rights or of any such breach of any contractual terms shall be deemed to be a waiver of any other or any later breach.
- 22.4 The Seller agrees not to assign any of its rights herein without the prior written consent of the Buyer (not to be unreasonably withheld).
- 22.5 Subject to clause 2, these Terms shall not be enforceable by a person who is not a party to them under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 22.6 In the event of any of these Terms or any part of any of them being judged illegal or unenforceable for any reason, that provision or part shall be eliminated to the minimum extent necessary so the remained of these Terms shall otherwise remain in full force and effect and enforceable.
- 22.7 If the delivery of the Goods or the supply of the Services is delayed, hindered or prevented by circumstances beyond the reasonable control of either party (including but not limited to strike, lock-out, fire, explosion or any form of government intervention, act of God, accident or industrial dispute) such delivery or supply may be suspended and if it cannot be effected or resumed within a reasonable time after the due date, being a period of not less than 14 days, may be cancelled by the Buyer giving notice in writing to the Seller and the Buyer shall not be liable for any loss, injury, delay or damage suffered or incurred by the Seller as a result of the Buyer exercising its rights under this clause.
- 22.8 Any notices to be given under these Terms must in writing, addressed to the other party at its principal place of business, and may be delivered personally or by recorded delivery, first class post or email (provided the email is supported by a valid server delivery receipt). In the case of first class post, the notice will be deemed to have been given two working days after the date of posting; in the case of email, the notice will be deemed to have been given the next working day after sending. Legal proceedings may not be served by email.
- 22.9 The Contract shall be governed by the laws of England and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.

The following person is an authorised signatory of the Seller and is signing to confirm that they have read and accept the Terms and Conditions contained within this document.

Signed.....

Signed.....

For and on behalf of

For and on behalf of

CENTERPRISE INTERNATIONAL LIMITED

[SELLER]

Print Name.....

Print Name.....

Position.....

Position.....

Date.....

Date.....