

Terms and Conditions of Purchase

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these Conditions.

Company: Rexel UK Limited (Company Number 00434724) (VAT Number 614213680) whose registered office is at 5th Floor Maple House, Mutton Lane, Potters Bar, Hertfordshire, EN6 5BS.

Conditions: the standard terms and conditions of supply of Goods set out in this document.

Contract: the Order and the Supplier's acceptance of the Order and made in accordance with these Conditions.

Customers: any customers of the Company who purchase the Goods or their customers and all ultimate users of the Goods.

Goods: any goods agreed in the Contract to be bought by the Company from the Supplier (including any part or parts of them).

Order: the Company's written instruction to buy the Goods, incorporating these Conditions.

Supplier: the person, firm or company who accepts the Company's Order.

1.2 A reference to a statute is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 A reference to one gender includes a reference to all other genders and a reference to the singular includes a reference to the plural and vice versa.

1.4 Condition headings do not affect the interpretation of these Conditions.

2. APPLICATION OF TERMS

2.1 Subject to any variation under Condition 2.5, these Conditions are the only conditions upon which the Company is prepared to deal with the Supplier and they shall govern the Contract to the entire exclusion of all other terms or conditions of the Supplier, its agents or servants (including any terms or conditions which the Supplier purports to apply under any acknowledgement or confirmation of Order or other document).

2.2 Each Order for Goods by the Company from the Supplier shall be deemed to be an offer by the Company to buy Goods subject to these Conditions and no Order shall be accepted until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part accepts the offer.

- 2.3 No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of order, specification or similar document shall form part of the Contract simply as a result of such document being referred to in the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.
- 2.4 The Supplier acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract or in any confirmation email. Nothing in this Condition shall exclude or limit the Company's liability for fraud or fraudulent misrepresentation.
- 2.5 These Conditions apply to all the Company's purchases and any variation to these Conditions shall have no effect unless expressly agreed in writing and signed by a director of the Company.

3. QUALITY & DEFECTS

- 3.1 The Goods shall be of the best available design, of the best quality, material and workmanship, be without fault and conform in all respects with the Order, specification, samples and/or patterns supplied or advised by the Company to the Supplier.
- 3.2 Without prejudice to Condition 3.1 hereof, the Goods, their manufacture and information relating to them shall comply in all respects with all relevant laws, regulations, directions and orders and shall be supplied at no extra charge with all written information required by any such laws and regulations.
- 3.3 The Supplier shall comply with and bear all costs for the compliance with all relevant laws, regulations directions and orders.
- 3.4 The Supplier warrants that the Goods will not:
- (a) endanger the health of the Customers or others;
 - (b) cause significant damage to the environment during manufacture, use, or disposal;
 - (c) consume a disproportionate amount of energy during manufacture, use, or disposal;
 - (d) cause unnecessary waste because of over-packaging or because of an unusually short shelf life;
 - (e) contain materials derived from threatened species or threatened environments; and
 - (f) breach the Company's Environmental Policy (a copy of which is available on request) during manufacture, use, or disposal.
- 3.5 The Supplier warrants that for at least 10 years from delivery or for the expected life of the Goods, whichever shall be the greater, the Supplier shall supply all spare parts needed for the proper operation of the Goods, at a reasonable price not exceeding the prices charged by competitors for similar parts under equivalent conditions of quality and delivery time.

3.6 The Company's rights under these Conditions are in addition to the statutory conditions implied in favour of the Company by the Sale of Goods Act 1979.

3.7 The Supplier shall maintain a quality assurance system, which fully complies with the Company's quality assurance system (if any) and which the Company may audit, monitor and inspect at any time upon request.

4. ACCESS & INSPECTION

4.1 At any time prior to delivery of the Goods to the Company (including during their manufacture) the Company shall have the right at all times (but the Company shall be under no obligation) to inspect and test the Goods.

4.2 If the results of such inspection or testing cause the Company to be of the opinion that the Goods do not conform or are unlikely to conform with the Order or to any specification, samples and/or patterns supplied or advised by the Company to the Supplier, 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 to require and witness further testing and inspection.

4.3 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.

5. INDEMNITY

5.1 The Supplier shall keep the Company indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with:

- (a) defective workmanship, quality or materials;
- (b) an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods; and
- (c) any claim made against the Company in respect of any liability, loss, damage, injury, cost or expense sustained by the Company's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Supplier.

5.2 The Supplier's liability under the Contract shall include all liability to the Customers that the Company acting reasonably incurs, assumes or accepts in the interests of preserving commercial relations with the Customers (either at the time of entering into the agreement with the Customers or at any time

thereafter) notwithstanding that the Company may not have any liability in law to the Customers (by reason of the Company's liability being excluded or restricted in any contract with the Customers or otherwise).

6. INSURANCE

6.1 The Supplier shall arrange and keep on foot the following insurances with a reputable insurer in the London insurance market, which shall be first approved in writing by the Company:

- (a) third party and public liability insurance (which shall include product liability insurance) for the period where any Goods are sold by the Supplier and for 12 years thereafter for a minimum amount of £20 million in respect of each and every claim without any deductible;
- (b) professional indemnity insurance where the Supplier provides any design or advisory services to the Company, for the period where the advise or design services are provided and for 6 years thereafter for a minimum amount of £5million in respect of each and every claim, without any deductible; and
- (c) employer's liability insurance in accordance with UK legal requirements.

6.2 The Supplier shall provide evidence satisfactory to the Company of such insurances and deductibles to the Company upon request and, if the Company does not receive such evidence the Company may arrange such insurances itself and the Supplier shall pay the cost of arranging such insurances, plus the Company's reasonable handling charge and internal costs.

6.3 The Supplier shall endorse the Company's interest on all such insurances and shall obtain a waiver of subrogation rights against the Company and the Customers from the insurers.

7. CORPORATE & SOCIAL RESPONSIBILITY

7.1 The Supplier acknowledges that it has received a copy of the Company's Corporate and Social Responsibility Policy (a copy of which is available on request). The Company commends the principles and standards contained in that policy to the Supplier and the Supplier warrants that it as well as any sub-contractor will comply with the principles, standards and other provisions of the policy.

8. DELIVERY

8.1 The Goods shall be delivered, carriage paid, to the Company's place of business or to such other place of delivery as is specified in the Order or may be agreed by the Company in writing prior to delivery of the Goods. The Supplier shall off-load the Goods at its own risk and cost as directed by the Company.

8.2 The date for delivery shall be specified in the Order, or if no such date is specified then delivery shall take place within 28 days of the Order or on such other date as the Company may subsequently advise the Supplier.

- 8.3 The Supplier shall ensure that each delivery is accompanied by a delivery note which shows, inter alia, the Order number, date of Order, number of packages, contents and any other information stipulated by the Company to the Supplier. In the case of part delivery, the delivery note must also show the outstanding balance remaining to be delivered.
- 8.4 The Supplier shall comply with any policies relating to delivery issued by the Company from time to time.
- 8.5 In the case of delivery of the Goods directly to a place of delivery which is not one of the Company's places of business the Supplier shall send to the Company's branch from which the Order was placed a signed Proof of Delivery.
- 8.6 If so required the Supplier shall provide a certificate of conformance to specification with each delivery and failure to supply such certificate or delivery note in accordance with Condition 8.3 or comply with the Company's policies relating to delivery in accordance with Condition 8.5 will entitle the Company, at its discretion, to reject the delivery in whole or in part.
- 8.7 Time for delivery shall be of the essence.
- 8.8 Unless otherwise stipulated by the Company in the Order, deliveries shall only be accepted by the Company during normal business hours and will not be accepted on bank or other public holidays.
- 8.9 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:
- (a) cancel the Contract in whole or in part;
 - (b) refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - (c) recover from the Supplier any expenditure incurred by the Company in obtaining the Goods in substitution from another supplier; and
 - (d) claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's failure to deliver the Goods on the due date.
- 8.10 If the Supplier requires the Company to return any packaging material to the Supplier that fact must be clearly stated on any delivery note delivered to the Company and any such packaging material shall only be returned to the Supplier at the cost of the Supplier. This Condition 8.10 does not affect any statutory right, under any applicable legislation in force at the relevant time, for the Company to require Supplier to take back or otherwise deal with any such packaging.
- 8.11 Notwithstanding Condition 8.10 the Company may at any time require the Supplier to remove any packaging material at the risk and cost of the Supplier and the Supplier shall remove such packaging material within 5 working days of being requested to do so. The Supplier shall dispose of such packaging material in accordance with all relevant laws, regulations, directions and orders. If the Supplier fails to remove such packaging material within 5 working days of being requested to do so by

the Company, the Company reserves the right to dispose of such packaging material at the cost of the Supplier.

- 8.12 Where the Company agrees in writing to accept delivery by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless failure by the Supplier to deliver any one instalment shall entitle the Company at its option to treat the whole Contract as repudiated.
- 8.13 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 and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.
- 8.14 The Company shall not be deemed to have accepted the Goods until it or, where the goods are delivered direct to the Customers, the Customers have had 60 days to inspect them following delivery. The Company and the Customers shall also have the right to reject the Goods as though they had not been accepted for 60 days after any latent defect in the Goods has become apparent. All costs in relation to the rejection shall be paid by the Supplier.
- 8.15 Without prejudice to any other rights and remedies of the Company and whether or not such defect is revealed by the Company's inspection, the Supplier shall, at the option of the Company, promptly replace, repair or refund the price of any Goods found to be defective within 24 months of delivery, whether such defect arises from faulty design, materials, workmanship or otherwise.

9. RISK & PROPERTY

- 9.1 The Goods shall remain at the risk of the Supplier until delivery to the Company is complete (including off-loading and stacking) when ownership of the Goods shall pass to the Company.

10. PRICE

- 10.1 The price of the Goods shall be stated in the Order and unless otherwise agreed in writing by the Company shall be exclusive of value added tax but inclusive of all other charges.
- 10.2 No variation in the price or extra charges shall be made without the written consent of the Company.

11. PAYMENT

- 11.1 The Supplier shall invoice the Company upon, but separately from, despatch of the Goods to the Company. The Supplier's invoice must:
- (a) relate to one single Order only and not include multiple Orders;
 - (b) be addressed to the Company;
 - (c) be sent to the address stated in the Order or to such other place as the Company may direct; and

- (d) contain all of the following information:
 - (i) invoice number;
 - (ii) delivery address;
 - (iii) the Supplier's name, address, company registration number and VAT registration number;
 - (iv) if different from Condition 11.1(d)(iii), the name of the payee and the payment address;
 - (v) the Company's Order number; and
 - (vi) the item numbers, descriptions, quantities and prices for the Goods as set out in the Order.

11.2 Subject to Condition 11.10 the Company shall pay the price of the Goods properly invoiced in accordance with Condition 11.1 within 65 days of the end of the month in which the Goods are delivered to the Company's place of business or to such other place of delivery as is specified in the Order or agreed by the Company in writing prior to delivery of the Goods assuming that the Company has accepted the Goods in accordance with Condition 8.13.

11.3 The Company shall not be under any obligation to pay any invoice which does not comply with the conditions or contain the information set out in Condition 11.1 except in relation to sub-condition (iii) if the omitted information does not exist or is not applicable because the Supplier is not a registered company or VAT registered.

11.4 The Company shall only pay the price stated in the Order and the Company shall only pay handling or other additional charges if they are included in the Order. The Company shall not be required to pay any handling or other additional charges if they are not included in the Order.

11.5 Time for payment shall not be of the essence of the Contract, but the Company shall receive a settlement discount of 2.5% of the value of each and every invoice settled in accordance with the terms of this Condition 11.

11.6 In the case of delivery of the Goods directly to a place of delivery which is not the Company's place of business the Company will only be required to pay the price of the Goods once it has received the signed Proof of Delivery in addition to the invoice from the Supplier in accordance with Condition 8.5.

11.7 Without prejudice to any other right or remedy, the Company reserves the right to set off any amount owing at any time from the Supplier to the Company or to any Group Undertaking (as defined in section 1161(5) of the Companies Act 2006, but which shall also include any other undertaking that would fall within that definition if it was incorporated in the United Kingdom) of the Company against any amount payable by the Company or any Group Undertaking to the Supplier under the Contract or under any other agreement or arrangement between such company and the Supplier.

- 11.8 In the event that the Company disputes the amount of the Supplier's invoice the Company shall be entitled at the Company's absolute discretion to pay the undisputed amount and issue and provide to the Supplier a debit note in respect of the disputed amount. If the Supplier accepts that the disputed amount of the invoice or such other amount as the parties agree (the Disputed Sum) is not due by the Company, the Supplier shall provide the Company with a credit note equal to the value of the Disputed Sum within 30 days of the Company providing the debit note to the Supplier.
- 11.9 If the Supplier fails to advise the Company in writing that the Supplier does not accept that the Disputed Sum is not due by the Company within 30 days of the Company providing the Supplier with the debit note then the Supplier shall be deemed to have accepted that the Disputed Sum is not due by the Company and the Company shall not be obliged to pay the Disputed Sum.
- 11.10 Where the Company is under an obligation to its Customers to pay the Supplier within 30 days, the Supplier shall pay its own supplier for the Goods within 30 days of the later of the date the Goods are delivered to the Supplier (or the Company if delivered direct to the Company) or the date the Goods are properly invoiced by its own supplier.

12. CONFIDENTIALITY

- 12.1 The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by the Company or its agents and any other confidential information concerning the Company's business or its products which the Supplier may obtain and the Supplier shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Supplier's obligations to the Company and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Supplier.

13. INTELLECTUAL PROPERTY

- 13.1 The Supplier shall defend or assist in the defence of any proceedings which shall be brought in relation to an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods. Patents, registered designs, copyright and other industrial property rights in or resulting from any design or development work carried out by the Supplier at the request of the Company in the execution of the Order shall exclusively vest in the Company.
- 13.2 Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by the Company to the Supplier or not so supplied but used by the Supplier specifically in the manufacture of the Goods shall at all times be and remain the exclusive property of the Company but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Company and shall not be disposed of other than in accordance with the Company's written instructions, nor shall such items be used otherwise than as authorised by the Company in writing.

14. TERMINATION

- 14.1 The Company may cancel the Order in whole or in part if the Order is not completed in all respects in accordance with its stipulations, the Contract and these Conditions.
- 14.2 The Company shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Supplier written notice whereupon all work on the Contract shall be discontinued 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 and shall not exceed the value of the Goods that constitute the work in progress.
- 14.3 The Company shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract forthwith if:
- (a) the Supplier commits a material breach of any of the terms and conditions of the Contract;
or
 - (b) the Supplier commits a series of or repeated minor breaches of any of the terms and conditions of the Contract; or
 - (c) any distress, execution or other process is levied upon any of the assets of the Supplier; or
 - (d) the Supplier has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Supplier or notice of intention to appoint an administrator is given by the Supplier or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Supplier or for the granting of an administration order in respect of the Supplier, or any proceedings are commenced relating to the insolvency or possible insolvency of the Supplier or suffers anything analogous under foreign laws; or
 - (e) the Supplier ceases or threatens to cease to carry on its business; or
 - (f) the Company has reasonable grounds for suspecting that an event in Condition 14.3(d) has occurred or shall occur, or that Supplier shall not deliver the Goods in accordance with the Contract, and so notifies Supplier.
 - (g) the financial position of the Supplier deteriorates to such an extent that in the opinion of the Company the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy.

- 14.4 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of the Company accrued prior to termination. The Conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

15. REMEDIES

- 15.1 Without prejudice to any other right or remedy which the Company may have, if any Goods are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract the Company shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by the Company:

- (a) to rescind the Order;
- (b) to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;
- (c) at the Company's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- (d) at the Company's option at the Supplier's expense either to remedy any defect in the Goods or to obtain replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- (e) to refuse to accept any further deliveries of the Goods but without any liability to the Supplier; and
- (f) to claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Contract.

16. ASSIGNMENT

- 16.1 The Supplier shall not be entitled to assign, sub-contract or hold on trust the Contract or any part of it without the prior written consent of the Company.
- 16.2 The Company may assign, subcontract or hold on trust the Contract or any part of it to any person, firm or company.

17. DISPUTES & ARBITRATION

- 17.1 If any dispute arises in connection with the Contract where the Supplier is not legally domiciled in the UK, the dispute shall be referred to and be finally resolved by arbitration in accordance with the Centre for Effective Dispute Resolution (**CEDR**). The language of the arbitration will be English. CEDR shall be the appointing body and administer the arbitration. CEDR shall apply the UNCITRAL rules in force at the time the arbitration is initiated. In any arbitration commenced pursuant to this clause, the number of arbitrators shall be one and the seat or legal place of arbitration shall be London, England.

- 17.2 If any dispute arises in connection with the Contract where the Supplier is legally domiciled in the UK the provisions of Condition 17.1 shall not apply and the dispute shall be resolved between the parties as they see fit or in the English courts.

18. FORCE MAJEURE

The Company reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

19. NOTICES

- 19.1 Any notice given under the Contract must be in writing and signed by or on behalf of the party giving it.
- 19.2 Any notice or document to be given to the Company under the Contract must be given by delivering it personally or by sending it by pre-paid first class, or recorded delivery post to the Company's registered office.
- 19.3 Any notice or document to be given to the Supplier under the Contract must be given by delivering it personally or by sending it by pre-paid, or recorded delivery post to the Supplier's registered office or last known address.

20. GENERAL

- 20.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 20.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 20.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 20.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Supplier shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

- 20.5 The parties agree that benefit of Conditions 3, 5, 6, 7, 8, 9, 10, 13.1, 15, 16.1, 17 and 20 may be enforced by the Customers pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 20.6 Notwithstanding Condition 20.5, the Company and the Supplier may terminate, rescind, cancel or agree any variation, waiver or settlement under the Contract without the Customers' consent.
- 20.7 Except as expressly provided elsewhere in the Contract in favour of the Customers, 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 term of the Contract.
- 20.8 These Conditions and the formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by and construed in accordance with English law and, except in relation to the enforcement of any Judgment or Arbitration Award where the English courts shall have non-exclusive jurisdiction, the parties submit to the exclusive jurisdiction of the English courts.