

1. Formation

1.1 All quotations or order submissions (which expression, where the Buyer submits its order via the Company's website, shall mean the "shopping basket" summary produced once the Buyer has indicated which Goods it requires and proposes to make the subject of an Order) and offers are made and Orders (if accepted) are accepted subject to and shall be deemed to incorporate the Conditions, and the Conditions shall apply to all Contracts between the Buyer and the Company to the exclusion of any other terms and conditions including without limit those which the Buyer purports to apply under any Order or which are implied by trade, custom, practice or course of dealing.

1.2 All order submissions shall be deemed to be an offer by the Buyer to purchase the Goods identified therein from the Company on and subject to the Conditions, which the Company shall be free to accept or decline at its discretion, and shall only be deemed accepted by the Company (at which point a Contract will be deemed to have arisen between the Company and the Buyer in relation to the relevant Goods) upon the earlier of the issue of a formal written acceptance of that order submission by the Company or delivery of Goods. The Buyer is responsible for ensuring the terms of the Order and any applicable Specification are complete and accurate.

1.3. Each Order shall be deemed to be a separate Contract between the parties. The Contract is not a contract for sale of goods by description or sample. All descriptive matter, specifications, images, samples and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures or displayed online, is solely aimed at giving an approximate idea of the Goods and will not form part of the Contract nor have any contractual force.

1.4 Any Order accepted by the Company may only be cancelled or varied by the Buyer with the prior written consent of the Company and on terms that the Buyer shall indemnify the Company in full against all losses (including, without limitation, loss of profit), costs, damages, charges and expenses incurred (directly or indirectly) by the Company as a result of such cancellation or variation.

1.5 A quotation for the Goods given by the Company shall not constitute an offer.

2. Delivery and Non-Delivery

2.1 The Company shall be entitled to deliver the Goods to the location set out in the Order or such other location as the Company and the Buyer may agree ("Delivery Location") at any time after the Company notifies the Buyer that the Goods are ready. Subject to Conditions 2.4 and 2.7, delivery is completed on the completion of the unloading of the Goods at the Delivery Location. Delivery to a carrier appointed by the Buyer for the purpose of transmission to the Buyer shall be deemed to be delivery to the Buyer (and the Company shall not be liable for any acts or omissions of such carrier).

2.2 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Buyer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods or the Buyer's failure or delay to provide any materials or component of the Goods agreed to be provided to the Company by the Buyer or the Buyer's breach of the Contract. Section 32(2) Sale of Goods Act 1979 shall not apply.

2.3 If the Company fails to deliver the Goods, subject always to the provisions of Condition 8 (*Liability*), its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods or the Buyer's breach of the Contract, or the Company terminates the Order (or part thereof) in accordance with the Contract (including under Condition 10.6).

2.4 If the Buyer fails to take delivery of the Goods within three Business Days of the Company notifying the Buyer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Company's failure to comply with its obligations under the Contract:

(a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Company notified the Buyer that the Goods were ready; and

(b) the Company may store the Goods until actual delivery takes place and charge the Buyer for all related costs and expenses (including insurance).

2.5 If 10 Business Days after the day on which the Company notified the Buyer that the Goods were ready for delivery the Buyer has not taken actual delivery of them, the Company may resell or otherwise dispose of part or all of the Goods and charge the Buyer for any shortfall below the price of the Goods (including any reasonable storage and selling costs).

2.6 The Company may deliver the Goods by instalments, which may be invoiced separately. Deliveries of further instalments may be withheld until the Goods comprised in earlier instalments have been paid for in full. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.

2.7. If the Company agrees to permit the Buyer to collect the Goods from the Company's place of business then delivery shall be deemed to take place when the Company notifies the Buyer that the Goods are ready for collection and unless otherwise agreed in writing by the Company it is a condition of the Contract that the Buyer will collect the Goods within 7 days of such notice.

2.8. Upon delivery to the Buyer, all Goods should be examined by the Buyer. The

Company shall not be liable for: (a) any shortages in, or non-delivery of, Goods unless the same is notified by the Buyer to the Company (together with all specific details) in writing within 5 days of the actual date of delivery; or (b) for the loss of any part of the Goods in transit where such goods are delivered by a carrier appointed by the Company and where such loss would be apparent upon delivery by way of inspection by the Buyer (for example in the case of obvious damage to the packaging of Goods) and the Buyer has failed to carry out such inspection and/or notify the carrier prior to the carrier leaving the premises of the Buyer. Subject to such notice being provided, the Company shall at its sole discretion, either arrange for redelivery as soon as reasonably possible or give credit to the Buyer for such Goods. Shortages in, or non-delivery of some or part of the Goods shall not affect the Contract in respect of the other or other parts of the Goods.

3. Force Majeure

The Company shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from an event or circumstance beyond the Company's reasonable control such as but not limited to: acts of God; governmental intervention or restriction, import or export regulations; war; riots; strikes or trade disputes (including by and with the Company's own employees); power failure; inadequate performance of, failure of or incorrect processing by computer systems; fire; flood; default of suppliers or sub-contractors, or breakdown of plant, machinery or vehicles (a "Force Majeure Event"). If the period of delay or non-performance continues for one month, the Buyer may terminate this Contract by giving 30 days written notice to the Company.

4. Risk/Title

4.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery. Section 20(2) Sale of Goods Act 1979 shall not apply.

4.2 Title to the Goods shall not pass to the Buyer until the earlier of:

(a) the Company receives payment in full (in cash or cleared funds) for the Goods supplied to the Buyer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment; and

(b) the Buyer resells the Goods, in which case title to the Goods shall pass to the Buyer at the time specified in Condition 4.4.

4.3 Until title to the Goods has passed to the Buyer, the Buyer shall:

(a) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Company's property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

(d) notify the Company immediately if it becomes subject to any of the events listed in Condition 10.1; and

(e) give the Company such information relating to the Goods as the Company may require from time to time.

4.4 Subject to Condition 4.5, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Company receives payment for the Goods. However, if the Buyer resells the Goods before that time:

(a) it does so as principal and not as the Company's agent; and

(b) title to the Goods shall pass from the Company to the Buyer immediately before the time at which resale by the Buyer occurs.

4.5 If before title to the Goods passes to the Buyer, the Buyer becomes subject to, or the Company becomes entitled to terminate the Contract as a result of, any of the events listed in Condition 10.1, then, without limiting any other right or remedy the Company may have:

(a) the Buyer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and

(b) the Company may at any time:

(i) require the Buyer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and

(ii) if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

5. Price

5.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Company's published price list in force as at the date of delivery.

5.2 The Company may, by giving notice to the Buyer at any time up to five Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

(a) any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(b) any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

(c) any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate or accurate information or instructions.

5.3 The price of the Goods:

(a) excludes amounts in respect of value added tax (VAT), which the Buyer shall additionally be liable to pay to the Company at the prevailing rate, subject to the receipt of a valid VAT invoice.

(b) excludes the costs and charges of packaging, insurance and transport of the Goods, which the Company shall be entitled to invoice to the Buyer; and

(c) excludes any duties or taxes in relation to the export or importation of the Goods, in each case, unless otherwise agreed in advance with the Company.

5.4 The Company reserves the right to correct any errors or omissions in its pricing.

5.5 Unless otherwise agreed in writing by the Company, all prices quoted and agreed on any Order are ex works (as defined in Incoterms®).

6. Payment

6.1. Subject to Condition 6.3 below, the Company may invoice the Buyer for the Goods at any time on or after delivery and Goods delivered in instalments may be invoiced separately on or after delivery of each instalment. If delivery of Goods is postponed at the request or by the default of the Buyer then the Company may submit its invoice at any time after the Goods are ready for delivery or would have been ready in the ordinary course but for the request or default on the part of the Buyer.

6.2. Where the Buyer has been granted payment terms by the Company (such decision being in the Company's sole discretion) the Buyer shall pay the Contract price within 30 days of the date of invoice. The Company may (in its sole discretion) amend the terms of or withdraw such payment terms at any time without prior notice with immediate effect and upon such withdrawal all amounts due or accruing to the Company (under the Contract or otherwise) shall become immediately payable notwithstanding any other provision of these Conditions.

6.3. Buyers who have not been granted payment terms shall pay the Contract price at the same time as placing an Order, and the Company shall be entitled to invoice accordingly.

6.4. Payment shall only be deemed received by the Company from the Buyer upon receipt by the Company of cleared funds. Payment shall be made in full without any deduction, set off or abatement on any grounds. The Company may appropriate any payment made by the Buyer to any outstanding invoice. The Company may bring an action for the price of the Goods even though the property in them may not have passed to the Buyer.

6.5. Time for payment of the Contract price (including, without limitation, any costs or charges payable pursuant to this Contract) shall be of the essence. The Buyer shall indemnify the Company against all expenses and legal costs incurred by the Company in recovering overdue amounts. If the Buyer fails to make any payment due

to the Company under the Contract by the due date for payment, then, without limiting the Company's other rights and remedies, the Buyer shall pay interest on the overdue amount at the annual rate of 5% per annum above the base lending rate of HSBC Bank plc from time to time, but at 5% a year for any period when that base lending rate is below 0%. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount. The Company reserves the right to claim interest under the Late Payment of Commercial Debt (Interest) Act 1998.

7. Quality

7.1. The Buyer is relying on its own skill and judgment in relation to the Goods and their selection irrespective of any knowledge of the Company or its servants, agents or employees as to the purpose for which the Goods are supplied or their suitability.

7.2 The Company warrants that on delivery the Goods shall:

- (a) conform in all material respects with their description and any applicable Specification;
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

7.3 Subject to Condition 7.4, if:

(a) the Buyer gives notice in writing to the Company within: (i) in respect of a patent defect, five days of delivery; or (ii) in respect of a latent defect, a reasonable time of discovery, that some or all of the Goods do not comply with the warranty set out in Condition 7.2;

b) the Company is given an opportunity of examining such Goods; and

c) the Buyer (if requested by the Company to do so) returns such Goods to the Company's place of business at the Buyer's cost,

the Company shall at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full. Unless otherwise agreed by the Company, all replacement goods are sent by standard delivery.

7.4 The Company shall not be liable for the Goods' failure to comply with the warranty set out in Condition 7.2 in any of the following events:

(a) the Buyer makes any further use of such Goods after giving notice in accordance with Condition 7.3;

(b) the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

(c) the defect arises as a result of the Company following any drawing, design or Specification supplied by the Buyer or as a result of any component supplied by or on behalf of the Buyer;

(d) the Buyer alters or repairs such Goods without the written consent of the Company;

(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

(f) the Goods differ from their description or their Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

7.5 To the extent that the Goods are to be manufactured in accordance with a Specification or incorporating any Buyer's IPR, the Company accepts no liability for that Specification or Buyer's IPR and the Buyer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Company in connection with (a) any claim made against the Company for actual or alleged infringement of a third party's IPR arising out of or in connection with the Company's use of the Specification or Buyer's IPR and (b) the use of the Specification and Buyer's IPR by the Company. This Condition 7.5 shall survive termination of the Contract.

7.6 The Company reserves the right to amend the specification of the Goods i) provided that such modification does not materially affect the performance of the Goods, or ii) if required by any applicable statutory or regulatory requirements.

7.7 Except as provided in this Condition 7, the Company shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in Condition 7.2.

7.8 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract. All other warranties implied, statutory or are hereby expressly excluded to the fullest extent permitted by law.

7.9 These Conditions shall apply to any repaired or replacement Goods supplied by the Company.

8. Liability

8.1 The restrictions on liability in this Condition 8 apply to every liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, breach of statutory duty, restitution or otherwise.

8.2 Nothing in the Contract shall exclude or limit any liability which cannot legally be limited including liability for fraud or fraudulent misrepresentation.

8.3 Subject to Condition 8.2:

(a) the Company shall under no circumstances whatsoever be liable to the Buyer, for any:

- (i) loss of profits;
- (ii) loss of sales, revenues or business;
- (iii) loss of agreements or contracts;
- (iv) loss of anticipated savings;
- (v) loss of use or corruption of software, data or information;
- (vi) loss of or damage to goodwill; and
- (vii) indirect or consequential loss.

(b) the Company's total liability to the Buyer arising under or in connection with the Contract shall in no circumstances exceed the greater of: (i) £1,000; and (ii) 105% of the aggregate price of the Goods.

8.4 Unless the Buyer notifies the Company that it intends to make a claim in respect of an event within the notice period, the Company shall have no liability for that event. The notice period for an event shall start on the day on which the Buyer became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

9. Intellectual Property Rights

9.1. Save for any pre-existing IPR of or supplied by the Buyer and incorporated into the Goods, the Buyer shall not, under any circumstances, acquire any right or licence in or to any of the IPRs (including, without limitation, copyright) subsisting in, resulting from or relating to the Goods, or documents, drawings and/or specifications relating thereto.

9.2. The Buyer shall not deface, remove or obliterate any trademarks or trade names on the Goods.

9.3. Nothing in these Conditions shall be construed as a representation or warranty by the Company that the design, manufacture, use or sale of the Goods is not an infringement of any third party's IPRs.

9.4 The Buyer grants to the Company a non-exclusive, royalty-free licence (including the right to grant sub-licences to subcontractors) to use the Buyer's IPR for the purpose of exercising its rights and performing its obligations under the Contract, including any sale of Goods in accordance with Conditions 2.5 or 11.9.

10. Termination

10.1 Without prejudice to any of its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Buyer if:

(a) the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so;

(b) the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), obtaining a moratorium, having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the Buyer's financial position deteriorates to such an extent that in the Company's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

10.2 Without limiting its other rights or remedies, the Company may suspend provision of the Goods under the Contract or any other contract between the Buyer and the Company if the Buyer becomes subject to any of the events listed in Condition 10.1(b) to Condition 10.1(d) (inclusive), or the Company reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment or if the Company is otherwise entitled to terminate this Contract.

10.3 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.

10.4 On termination of the Contract for any reason the Buyer shall immediately pay to the Company all amounts due to the Company (including any outstanding invoices and interest). In respect of any Goods supplied on or before the termination date but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt.

10.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry shall remain in full force and effect.

10.6 The Buyer acknowledges that certain Orders may be processed (including on the Company's website) where Goods are or subsequently become unavailable for delivery either within the period initially envisaged or at all. Without limiting its rights or remedies, the Company will be able to immediately terminate the Contract (in whole or part) to the extent that no Goods are available in order to fulfil the Contract,

and the Company will not be liable for any losses whatsoever by the Buyer if the Contract (or part thereof) is so terminated. For the avoidance of doubt, the Buyer will not be charged for any Goods not delivered as a result of such termination.

10.7 The Buyer may terminate the Contract with immediate effect by giving written notice to the Company if the Company commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified in writing to do so.

11. General

11.1 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

11.2 **Assignment and other dealings.** The Company may at any time assign, transfer, mortgage, charge, subcontract, delegate or declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract. The Buyer may not assign, transfer, mortgage, charge, subcontract, delegate or declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company.

11.3 **Entire agreement.** This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract.

11.4 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition shall not affect the validity and enforceability of the rest of the Contract.

11.5 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.6 **Third party rights.** No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

11.7 **Confidentiality.**

(a) Each party undertakes that it shall not at any time, and for a period of two years after termination of this Contract, disclose to any person any Confidential Information of the other party or of any member of the group to which the other party belongs, except as permitted by Condition 11.7(b). For the purposes of this Condition 11.7, "group" means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

(b) Each party may disclose the other party's Confidential Information:

(i) to its employees, officers, representatives 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 Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this Condition 11.7; and

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

(c) 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 this Contract.

11.8 The Buyer shall be responsible for complying with all relevant laws, bylaws, regulations, orders, directions, codes of practice or requirements of any statutory, public, local or other competent authority or court of competent jurisdiction applicable to the storage, sale, marketing, provision and use of the Goods.

11.9. Where a private label Order is taken from a Buyer who subsequently fails to honour that order or make payment when due, the Company may at its discretion sell any or all Goods which are the subject of that Order to any third party on such terms as it determines.

11.10. Where the Buyer places an order for an age restricted product or service the Company may need to verify the age and identity of the individual placing the Order, and an Order may not be accepted or may be terminated by the Company in the event that it is unable to satisfactorily verify. For the purpose of such verification, the Buyer consents (for itself and the relevant individual) to the Company sharing information with, and collecting information from, the Company's third-party providers of identity and age verification data. The applicable privacy policy will be provided or made available at the applicable time.

12. Export Sales

12.1 Unless expressly agreed in writing, the Company does not deliver to addresses outside the UK. Without prejudice to the generality of the foregoing, and

notwithstanding any other provision within these Conditions, where Goods are sold for export outside the United Kingdom:

- (a) the Buyer is responsible for obtaining, at its own cost, such import licences and other consents in relation to the Goods as are required from time to time and, if required by the Company, the Buyer shall make those licences and consents available to the Company prior to the relevant shipment;
- (b) the Company shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979;
- (c) unless otherwise agreed in writing by the Company the currency will be Pounds Sterling;
- (d) where the Company raises an invoice in another currency, then payment will be required in the same currency as the invoice (unless otherwise agreed in writing with the Company);
- (e) the Buyer shall be responsible for the payment of any duties or taxes in relation to the exportation and importation of the Goods; and
- (f) The Buyer shall be responsible for complying with any legislation or regulations governing the export of the Goods from the United Kingdom and governing the importation of the Goods into (and any onward sale, supply or use in) the country of destination and for the payment of any duties or taxes on them.

12.2 The United Nations Convention on the International Sale of Goods shall not apply to these Conditions. The international rules for the interpretation of trade terms prepared by the International Chamber of Commerce (Incoterms) shall apply, but where they conflict with the Conditions, these Conditions shall prevail.

12.3 The Goods are intended for use only in the UK. The Company does not warrant that the Goods comply with the laws, regulations or standards outside the UK. The Company shall not be liable for any failure or delay in delivery or non-fulfilment of the Order arising in connection with compliance with any applicable laws and regulations, including any applicable sanctions or export control.

12.4 The Buyer shall not (and shall ensure that any buyer of Goods directly or indirectly from the Buyer shall not) enter into a transaction to sell, supply, export or reexport, directly or indirectly, any Goods supplied under or in connection with this Contract to any third party if it would be a breach of Sanctions (or would have been a breach of Sanctions for the Company to enter into such transaction in place of the Buyer). For the purpose of this Condition 'Sanctions' means any laws or regulations relating to economic or financial, trade, immigration, aircraft, shipping or other sanctions, export controls, trade embargoes or restrictive measures from time to time imposed, administered or enforced by the UK and/or the United Nations (UN) (and any other governmental authority with jurisdiction over a party or any part of its business or operations) and in each case their respective governmental, judicial or regulatory

institutions, agencies, departments and authorities responsible for the implementation and enforcement of sanctions.

13. Governing Law and Jurisdiction

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

13.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

14. Notices

14.1 Any notice given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this Condition 14, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier or by email.

14.2 A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in Condition 14.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

14.3 The provisions of this Condition 14 shall not apply to the service of any proceedings or other documents in any legal action.

15. Vape Products

For all vape products, the Buyer shall ensure that none of the products are sold (either by the Buyer or any other vendor acquiring the products from the Buyer (directly or indirectly)) to any individual under the applicable legal age for acquiring those products, and shall maintain sufficient age verification processes to ensure this. The Buyer shall, at any time upon the request of the Company, provide the Company with all requested information to evidence compliance with this provision by the Buyer, including providing the Buyer's age verification processes and procedures. In addition, the Company shall be entitled to audit the Buyer to verify compliance, and the Buyer shall provide all reasonable cooperation to the Company (including access to premises, records and personnel) in respect of any such audit. In the event of any actual or suspected (in each case, in the opinion of the Company) non-compliance with the provisions of this Condition, the Company shall be entitled, amongst any other rights or remedies, to cancel and/or immediately suspend any orders placed by

the Buyer and/or the Buyer's account with the Company. The Company shall have no liability to the Buyer for any such suspension or cancellation.

16. Referral Schemes.

From time to time, the Company may, at its discretion, operate a referral scheme. All incentives awarded through the referral scheme are at the discretion of the Company, and any such scheme and/or associated awards may be removed and/or amended by the Company at any time. Current scheme details can be found at: <https://www.supreme.co.uk/referral-scheme-terms-conditions/>

17. Website orders

The technical steps to process an order on the Company's website (www.supremeoffers.co.uk/) are set out on the website. The order process allows the Buyer to check and amend any errors before submission. Email acknowledgments of order requests from the Buyer will be made by the Company, but Orders are only accepted in accordance with these Conditions.

18. Interpretation

In these Conditions, unless the context requires otherwise:

- (a) any reference to the singular shall include the plural and vice versa
- (b) any reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (c) any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (d) the following definitions apply:

"Business Day" means a day (other than a Saturday, Sunday or public holiday in England) when banks in London are usually open for business;

"Buyer" means the person, firm or company who purchases or has requested the purchase of the Goods from the Company;

"Buyer's IPR" means any IPR of or supplied by the Buyer for use in connection with the manufacture and/or sale of the Goods;

"Company" means Supreme Imports Ltd (company number 05292196) and its successors and assigns;

"Conditions" means the standard terms and conditions of sale set out herein;

"Confidential Information" means any information of a confidential nature concerning the business, affairs, customers, clients or suppliers of the other party or of any member of its group, including but not limited to information relating to a party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers;

"Contract" means the contract between the Buyer and the Company for the sale and purchase of the Goods in accordance with these Conditions;

"Force Majeure Event" has the definition given to it in Condition 3;

"Goods" means any goods supplied or to be supplied by the Company (as may be described on the Company's website, or in the Company's quotation or formal acceptance of an order, or in accordance with any Specification);

"IPR" means any intellectual property rights of any nature including without limit any and all inventions, patents, utility models, design rights, copyright, know how, trade secrets, confidential information, trademarks, service marks, trade names and goodwill which subsist or will subsist now or in the future in any part of the world;

"Order" means an order placed by the Buyer with and accepted by the Company for the Goods; and

"Specification" means any specification for the Goods, including (but not limited to) any related designs or labelling, that is agreed in writing between the Buyer and the Company.