

A. General Conditions

1. Application of these Conditions

- 1.1 These Conditions apply to:
- 1.1.1. Any order placed by you for Goods and/or Services;
 - 1.1.2. Any Goods that are ordered by us on your behalf in accordance with Section B paragraph 2 or otherwise;
 - 1.1.3. Any Goods or Services provided by us to you; and/or
 - 1.1.4. Any Goods or Services detailed in an Order Form, Order Particulars or Sales Quotation,
- each an Order.
- 1.2 These Conditions supersede any previously issued terms and conditions of purchase or supply.
- 1.3 No terms or conditions endorsed on, delivered with, or contained in your purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that United otherwise agrees in writing.
- 1.4 United may accept or reject an Order at its discretion at any time prior to placing an order of Goods on your behalf with a third party supplier or performing the Services.
- 1.5 Particular Goods and Services are subject to Special Conditions set out in Part B of these Conditions which shall apply in addition to these General Conditions. If there is any conflict or inconsistency between the General Conditions and the Special Conditions the Special Conditions shall take precedence.

2. Ordering

- 2.1 United will provide the Customer with a personalised secure login to the United On Line Professional Procurement Portal (the "**Portal**"). The Portal is designed to manage and control procurement and the Call Off of Customer Owned Stock in accordance with Part B paragraph 2.2.
- 2.2 United hereby grants to the Customer a non-exclusive, non-transferable, revocable license for the term of this Contract to access and use the Portal, solely for the purpose of Calling Off and tracking Goods and Services.
- 2.3 The Customer may authorise its employees and agents to access the Portal, provided that such access is solely for the Customer's internal business purposes related to the procurement of Goods and Services. The Customer shall be responsible for ensuring that its authorised users comply with the terms of this Contract related to the Portal.
- 2.4 The Customer agrees not to, and shall ensure that its authorised users do not:

- 2.4.1. attempt to copy, reverse engineer, decompile, disassemble, modify, adapt or otherwise attempt to derive the source code, algorithms, or underlying technology of the Portal;
- 2.4.2. attempt to gain unauthorised access to the Portal, or any part thereof, including any related systems or networks; or
- 2.4.3. use the Portal in any manner that could impair the Portal's functionality or its availability to others, including transmitting any malicious code, viruses, or harmful data.

3. Price

- 3.1 The price for the Goods and/or Services shall be as set out in the Order or in accordance with United's scale of charges as advised by United and received and acknowledged by you before the date the Order is made or in default of such provision, shall be calculated in accordance with United's standard pricing at the time of an Order ("**Price**").
- 3.2 The Prices are exclusive of:
 - 3.2.1. packaging, delivery and insurance, which shall be charged in addition at United's standard rates,
 - 3.2.2. VAT (or other applicable sales tax),both of which shall be payable by you.
- 3.3 You shall pay any applicable VAT to United on receipt of a valid VAT invoice.
- 3.4 United may increase the Prices at any time by giving you not less than 15 Business Days' notice in writing provided that the increase does not exceed 10% of the Price in effect immediately prior to the increase.
- 3.5 Notwithstanding clause 3.4, United may increase the Prices with immediate effect by written notice to you where there is an increase in the direct cost to United of supplying the relevant Goods and/or Services which exceeds 5% and which is due to any factor beyond the control of United.
- 3.6 Price increases shall apply to Goods that are ordered by United on the Customer's behalf, purchased or stored by United on the date the increase takes effect.

4. Payment

- 4.1 Subject to clause 4.4 and unless otherwise agreed in an Order, United shall invoice you for the Goods and/or Services on the earlier of: (1) any time after delivery or performance (as the case may be); (ii) at any time after a Call-Off Notice (as defined in Part B) has been issued in respect of Customer Owned Stock; (iii) on the notification or occurrence, or likely occurrence of any event under clause 12.3.3 to 12.3.11 (inclusive) or 12.4.1 or 12.4.2; or (iv) on termination or expiry of a Contract.
- 4.2 Subject to clause 13.1.4, you shall pay all invoices in full without deduction or set-off, in cleared funds 30 days from the date of the invoice.
- 4.3 Where sums due under these Conditions are not paid in full by the due date:
 - 4.3.1. United may, without limiting its other rights, charge interest on such sums at 8% a year above the base rate of the Bank of England;

- 4.3.2. interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment;
- 4.3.3. if United issues Court proceedings against you for the recovery of monies owed by you, you agree to pay all Court costs relating to the proceedings as well as interest and United's fixed administration charge of £200 which you agree may be added to the claim.
- 4.4 If Customer Owned Stock is not called off after 3 months of being stored by United, United may:
 - 4.4.1. invoice you for the Customer Owned Stock immediately; and/or
 - 4.4.2. either agree a delivery date with you or if not such date can reasonably be agreed make delivery of the Customer Owned Stock on a Business Day; and/or
 - 4.4.3. destroy or dispose of the Goods with your prior consent and any costs incurred by United in relation to such destruction or disposal shall be paid in full by the Customer; and/or
 - 4.4.4. charge you storage costs of £10 per pallet and/or location per Goods per month
- 4.5 You shall be liable to pay in full the Price of all Customer Owned Stock ordered by United on the Customer's behalf from a third party (whether or not in United's possession), held or stored by United on your behalf or for your consumption.

5. Delivery and performance

- 5.1 Subject to clause 5.4, the Goods shall be delivered or collected and the Services shall be performed by United to or at the Address and on the date(s) specified in the Order or otherwise agreed in writing by the parties.
- 5.2 The Goods shall be deemed delivered by United:
 - 5.2.1. on arrival at the Address in the case of delivery. United will only provide proof of delivery if this is requested within 3 months of delivery; or
 - 5.2.2. on the date collected by the Customer.
- 5.3 The Services shall be deemed performed by United only on completion of the performance of the Services at the Address.
- 5.4 United may deliver the Goods or perform the Services in instalments. Any delay in performance or defect in an instalment shall not entitle you to cancel any other instalment.
- 5.5 Time is not of the essence in relation to the performance of the Services or delivery of the Goods. United shall use its reasonable endeavours to meet estimated dates for delivery and performance, but any such dates are approximate only.
- 5.6 United shall not be liable for any delay in or failure of performance or breach of this Contract caused by your failure to: (i) make the Address available, (ii) prepare the Address as required or (iii) provide United with adequate instructions for performance or delivery or otherwise relating to the Goods and/or Services.

- 5.7 The Customer shall be liable for risk in the Goods when being returned to United for any reason and shall bear the cost of any return delivery.

6. Risk and title

- 6.1 Risk in the Goods shall pass to you on completion of unloading the Goods at the Address.
- 6.2 Title to the Goods shall pass to you on the earlier of:
- 6.2.1. United receiving payment in full and cleared funds for the Goods; or
 - 6.2.2. you reselling the Goods in the ordinary course of business to your customer, in which case title to those Goods shall pass to you immediately before that sale.
- 6.3 Until title to the Goods has passed to you and where you, or a third party on your behalf holds possession of the Goods, you shall:
- 6.3.1. hold the Goods as bailee for United;
 - 6.3.2. store the Goods separately from all other materials, equipment and goods in your possession;
 - 6.3.3. take all reasonable care of the Goods and keep them in the condition in which they were delivered;
 - 6.3.4. insure the Goods from the date of delivery: (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to their Price;
 - 6.3.5. ensure that the Goods are clearly identifiable as belonging to United; and
 - 6.3.6. not remove, alter or tamper with any mark on or packaging of the Goods.
- 6.4 If you become subject to any of the events or circumstances set out in clauses 12.3.3 to 12.3.11 (inclusive) or 12.4.1 or 12.4.2, you must:
- 6.4.1.1 inform United immediately; and
 - 6.4.1.2 allow United to enter any premises where the Goods are stored and repossess them; and
 - 6.4.1.3 on reasonable notice permit United to inspect the Goods during your normal business hours and provide United with such information concerning the Goods as United may request.
- 6.5 Notwithstanding clause 6.3, you may use or resell the Goods in the ordinary course of business until such time as you become aware or ought reasonably to have become aware that an event specified in clauses 12.3.3 to 12.3.11 (inclusive) or 12.4.1 or 12.4.2 has occurred or is likely to occur.
- 6.6 If, at any time before title to the Goods has passed to you, you inform United, or United reasonably believes, that you have or are likely to become subject to any of the events specified in clauses 12.3.3 to 12.3.11 (inclusive) or 12.4.1 or 12.4.2, United may:
- 6.6.1. immediately invoice you for the Goods or Services;

- 6.6.2. require you at your expense to re-deliver any Goods in your (or a third party's on your behalf) possession to United; and/or
- 6.6.3. if you fail to do so promptly, enter any premises where the Goods are stored and repossess them.
- 6.7 At any time before title in the Goods passes to you, United may by notice in writing, terminate your right under clause 6.5 to resell the Goods.
- 6.8 You shall bear the risk of loss and any expense of returning any Goods for any reason.

7. Warranty

- 7.1 United warrants that, for a period of 6 months from delivery, the Goods shall:
 - 7.1.1. conform in all material respects to their description and to the Specification;
 - 7.1.2. be free from material defects in design, material and workmanship; and
 - 7.1.3. be of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 7.2 United warrants that, for a period of 6 months from performance:
 - 7.2.1. the Services shall be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II, s 13; and
 - 7.2.2. any media on which the results of the Services are supplied shall be free from defects in material and workmanship and of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 7.3 You warrant that you have provided United with all relevant, full and accurate information as to your business and needs.
- 7.4 United shall, at its option, correct, repair, remedy, re-perform or refund the Goods and/or the Services that do not comply with this clause 7, provided that:
 - 7.4.1. you serve a written notice on United not later than five Business Days from delivery or performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from delivery or performance in the case of other defects;
 - 7.4.2. such notice specifies that some or all of the Goods and/or Services do not comply with clause 7.1 or 7.2 and identifying in sufficient detail the nature and extent of the defects;
 - 7.4.3. at United's option return the defective Goods to United at your own expense; and
 - 7.4.4. you give United a reasonable opportunity to examine the defective Goods and/or Services and investigate.
- 7.5 The remedy in clause 7.4 shall be your sole remedy for any breach of the warranty in this clause 7.
- 7.6 The Supplier shall not be liable for any failure of the Goods to comply with clause 7.1:
 - 7.6.1. where such failure arises by reason of wear and tear, yours or a third party's wilful damage or negligence, or where such failure could be expected to arise in the normal course of use;

- 7.6.2. to the extent caused by your failure to comply with United's instructions in relation to the Goods,
 - 7.6.3. to the extent caused by United following your specifications or requirements;
 - 7.6.4. where you modify the Goods without United's prior written consent or, having received such consent, not in accordance with United's instructions; or
 - 7.6.5. where you continue to use Goods after notifying United that they do not comply with this Contract.
- 7.7 Except as set out in this clause 7:
- 7.7.1. United gives no warranty and makes no representations in relation to the Goods and/or Services including any warranty that the Goods or Services will be fit for a particular purpose; and
 - 7.7.2. shall have no liability for their failure to comply with the warranty in clauses 7.1 and 7.2, and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982 and ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted.

8. Confidential information

- 8.1 Each party undertakes that it shall keep any Confidential Information concerning the other party, confidential and that it shall not use or disclose such information.
- 8.2 A party may:
 - 8.2.1. disclose any Confidential Information to any of its employees, officers, representatives or advisers ("**Representatives**") who need to know the relevant Confidential Information for the purposes of the performance of any obligations under a Contract, provided that such party must ensure that each of its Representatives to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause 8 as if it were a party;
 - 8.2.2. disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including, without limitation, any securities exchange) or any other authority of competent jurisdiction to be disclosed; and
 - 8.2.3. use Confidential Information only to perform any obligations under a Contract.
- 8.3 Each party recognises that any breach or threatened breach of this clause 8 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the parties agree that the non-defaulting party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

8.4 This clause 8 shall bind the parties during the term of the Contract and for a period of five years following termination or expiry of the Contract.

9. Limitation of liability

9.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 9.

9.2 Subject to clause 9.4, United's total liability in relation to:

9.2.1. Goods provided under this Contract shall not exceed the sum of the Price paid under this Contract; and

9.2.2. Services provided under this Contract shall not exceed 150% of the Price paid under this Contract.

9.3 Subject to clause 9.4, neither party shall be liable for any of the following:

9.3.1. loss of profit;

9.3.2. loss or corruption of data;

9.3.3. loss of use;

9.3.4. loss of production;

9.3.5. loss of contract;

9.3.6. loss of opportunity;

9.3.7. loss of savings, discount or rebate (whether actual or anticipated); and

9.3.8. harm to reputation or loss of goodwill;

9.3.9. whether direct or indirect; and

9.3.10. consequential, indirect or special losses.

9.4 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

9.4.1. death or personal injury caused by negligence;

9.4.2. fraud or fraudulent misrepresentation;

9.4.3. any other losses which cannot be excluded or limited by applicable law;

9.4.4. any losses caused by willful misconduct.

10. Processing of personal data

10.1 The parties agree that the Customer is a Controller and that United is a Processor (as defined in the Data Protection Laws) for the purposes of processing Personal Data pursuant to the Contract.

10.2 Each party shall comply with its respective obligations and may exercise its respective rights in accordance with Data Protection Laws.

10.3 Without prejudice to the generality of clause 10.2, United shall process Personal Data only on the documented instructions of the Customer, unless the Supplier is required by Data Protection Laws to otherwise process that Personal Data.

- 10.4 By entering into a Contract, the Customer hereby provides its prior, general authorisation for United to:
- 10.4.1. appoint the Sub-Processors listed in United's list of Sub-Processors; and
 - 10.4.2. transfer Personal Data outside of the UK as required for the purposes of processing the Personal Data, provided that the Supplier shall ensure that all such transfers are effected in accordance with Data Protection Laws.
- 10.5 By entering into a Contract, the Customer hereby consents to (and shall procure all required consents, from its personnel, representatives and agents, in respect of) all actions taken by United in connection with the processing of the Personal Data, provided these are in compliance with the then-current version of the United's privacy policy. In the event of any inconsistency or conflict between the terms of the privacy policy and this Contract, the privacy policy will take precedence.
- 10.6 Without prejudice to the generality of clause 10.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to United for the duration and purposes of this Contract.
- 10.7 At the end of the provision of the Services relating to the processing of Personal Data, at the Customer's option, United shall either return all of the Personal Data to the Customer or securely dispose of the Personal Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires United to store such Personal Data.
- 10.8 This clause 10 shall survive termination or expiry of the Contract.

11. Force Majeure

- 11.1 United shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure.
- 11.2 In the event of a Force Majeure lasting longer than 7 days, United shall:
- 11.2.1. promptly notify you of the Force Majeure event and its expected duration; and
 - 11.2.2. use reasonable endeavors to minimize the effects of that event.
- 11.3 If, due to Force Majeure, United is delayed in or prevented from performing its obligations for a continuous period exceeding 30 days you may terminate the Contract on written notice.

12. Term and Termination

- 12.1 This Contract shall commence on the earlier of: (i) the Contract being accepted by you in writing; (ii) when we first place an order for Goods or Services on your behalf; or (iii) when you place an order for Goods or Services ("**Commencement Date**").
- 12.2 The Contract shall continue for the minimum term stated in the Contract or, if no such minimum term is agreed, for 12 months from the Commencement Date ("**Minimum Term**"). Unless a specific Renewal Term is stated in the Contract, after the Minimum Term and any stated Renewal Term, the Contract will automatically continue for further periods equivalent to the Minimum Term, until either party terminates this contract for

convenience on three (3) months' written notice prior to the end of the Minimum Term or relevant Renewal Term.

12.3 Either party may terminate the Contract at any time by giving notice in writing to the other party if the other party:

- 12.3.1. commits a material breach of the Contract and such breach is not remediable;
- 12.3.2. commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;
- 12.3.3. is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 (or if United reasonably believes that to be the case in respect of the Customer);
- 12.3.4. become the subject of a company voluntary arrangement under the Insolvency Act 1986;
- 12.3.5. has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
- 12.3.6. has a resolution passed for winding up;
- 12.3.7. has a petition presented to any court for winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
- 12.3.8. is subject to any procedure for the taking control of goods that is not withdrawn or discharged within seven days of that procedure being commenced;
- 12.3.9. has a freezing order made against it;
- 12.3.10. are subject to any events or circumstances analogous to those in clauses 12.3.3 to 12.4.2 in any jurisdiction; or
- 12.3.11. take any steps in anticipation of, or have no realistic prospect of avoiding, any of the events or procedures described in clauses 12.3.3 to 12.3.10 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.

12.4 United may terminate the Contract at any time by giving notice in writing to you if you:

- 12.4.1. have failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 14 days after United has given notification that the payment is overdue;
- 12.4.2. are subject to any recovery or attempted recovery of items supplied to you by a supplier retaining title in those items; or
- 12.4.3. undergo a change of Control or if it is realistically anticipated that you shall undergo a change of Control within the next two months, at any time.

- 12.5 The right to terminate the Contract pursuant to clauses 12.3.3 to 12.3.11 (inclusive) shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to the Contract.
- 12.6 If you become aware that any event has occurred, or circumstances exist, which may entitle United to terminate the Contract under this clause 12, you shall immediately notify United in writing.
- 12.7 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of United at any time up to the date of termination.

13. Consequences of Termination

- 13.1 On termination or expiry of this Contract for any reason:
 - 13.1.1. United shall promptly invoice the Customer for all Goods: (i) ordered by United on behalf of the Customer but not yet in United's possession; (ii) stored by United on behalf of the Customer; and/or (iii) delivered to the Customer but not yet invoiced;
 - 13.1.2. the Customer shall immediately pay all outstanding invoices of United;
 - 13.1.3. the accrued rights and liabilities of the parties (including any rights in relation to breaches of contract) shall not be affected; and/or
 - 13.1.4. the Customer shall pay for all invoices at the time of the termination or expiry, within 5 Business Days from date of termination or expiry.
- 13.2 The following clauses shall survive termination or expiry of the Contract for any reason: 1 (Application of these Conditions), 2 (Ordering), 4 (Payment), 6 (Risk and Title), 8 (Confidential Information), 9 (Limitation of Liability), 10 (Processing of Personal Data), 13 (Consequences of Termination), 14 (Intellectual Property), 16 (Cumulative Remedies), 18 (Entire Agreement), 21 (Set Off), 23 (Equitable Relief), 24 (Severance), 25 (Waiver), 28 (Third Party Rights), 29 (Dispute Resolution), 30 (Governing Law and Jurisdiction), 31 (Definitions and Interpretation).

14. Intellectual Property

- 14.1 The Customer hereby grants to United a non exclusive, non revocable, transferable, sub-licensable license to use its Customer IPR for the purposes of manufacturing, advertising and storage of Goods and the provision of Services.

15. Notices

- 15.1 Notices under this Contract shall be in writing and sent to a party's address as set out on the first page of this Contract (or to the email address set out below or provided by either party in writing from time to time). Notices may be given, and shall be deemed received:
 - 15.1.1. by first-class post: two Business Days after posting;
 - 15.1.2. by hand: on delivery;
 - 15.1.3. by email: to contracts@united-uk.com in the case of United.
- 15.2 This clause does not apply to notices given in legal proceedings.

16. Cumulative remedies

The rights and remedies provided in the Contract for United only are cumulative and not exclusive of any rights and remedies provided by law.

17. Further assurance

You shall at the request of United, and at your own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

18. Entire agreement

18.1 This Contract constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

18.2 Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

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

19. Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, each party.

20. Assignment

20.1 You may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without United's prior written consent, which it may withhold or delay at its absolute discretion.

20.2 United may at its option sub-contract, assign or otherwise transfer the whole or any part of this Contract.

21. Set off

21.1 United shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to you under the Contract or under any other contract which United has with you.

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

22. No partnership or agency

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

23. Equitable relief

You recognise that any breach or threatened breach of the Contract may cause United irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to United, you acknowledge and agree that United is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

24. Severance

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

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

25. Waiver

25.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

25.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

26. Compliance with law

Each party shall comply with and shall (at its own expense unless expressly agreed otherwise in writing) ensure that in the performance of its duties under this Contract, its employees, agents and representatives shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required to perform its obligations under or in connection with the Contract provided that neither party shall be liable for any breach of this clause 26 to the extent that such breach is directly caused by any breach of this Contract by the other party (or its employees, agents and representatives).

27. Anti-bribery

27.1 For the purposes of this clause 27 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with Bribery Laws and legislation or guidance published under it.

27.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:

27.2.1. all of that party's personnel;

27.2.2. all others associated with that party; and

27.2.3. all of that party's subcontractors; involved in the performance of this Contract so comply.

- 27.3 Without limitation to clause 27.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- 27.4 Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 27.

28. Third party rights

- 28.1 Subject to clause 28.2, a person who is not a party to the Contract or their successors and permitted assignees shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.
- 28.2 The Affiliates of the Supplier shall have the right to enforce the provisions of this Contract.

29. Dispute Resolution

- 29.1 If any dispute arises between the parties out of or in connection with this Contract, the matter shall be referred to senior representatives of each party who shall use their reasonable endeavours to resolve it.
- 29.2 If the dispute is not resolved within 14 days of the referral being made under clause 29.1 (or sooner if either party reasonably believes that delaying a claim in the courts might prejudice the claim), the parties may resolve the matter through the courts.

30. Governing law and jurisdiction

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

31. Definitions and interpretation

- 31.1 In these Conditions the following definitions apply:

Address	means the address(es) for delivery of the Goods and performance of the Services as set out in the Order or otherwise agreed in writing by the parties from time to time;
Bribery Laws	means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday when

	banks generally are open for non-automated business in England;
Call-Off Notice	has the meaning given in Part B clause B.2.2.1;
Commencement Date	has the meaning given in clause 12.1;
Conditions	means United's terms and conditions of sale set out in this document;
Confidential Information	means any commercial, financial or technical information, information relating to the Goods and/or Services, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by either party in performing its obligations under, or otherwise pursuant to the Contract;
Customer Owned Stock	means either bespoke products, specific products or third party products as identified as such by United in writing and stored or ordered by United as stock for the Customer. If goods are not categorized on a quotation or Order Form then they shall be Customer Owned Stock. For the avoidance of doubt any Goods ordered on behalf of the Customer in accordance with Part B paragraph 2 but not yet received by United shall be considered 'Goods';
Contract	means the agreement between United and the Customer for the sale and purchase of Goods and/or Services incorporating these Conditions and any Order Form, Order Particulars, Sales Quotation or Cover Sheet, where applicable;
Customer, you or your	means the person who purchases the Goods and/or Services from United and whose details are set out in the Order;
Customer IPR	means the IPR of the Customer not limited to its brand name, logos, designs, marketing material;
DCA	means the software used in managed print services called a data collection agent;

Data Protection Laws

means, as binding on either party or the Services:

- a) the GDPR;
- b) the Data Protection Act 2018;
- c) any laws which implement any such laws; and
- d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

Force Majeure

either party's control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; or material required for performance of the Contract; strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving United's or its suppliers' workforce, save that an inability to pay is not a Force Majeure event;

GDPR

means the General Data Protection Regulation, Regulation (EU) 2016/679;

Goods

means the goods detailed in the Order or otherwise in a quotation provided to you by United from time to time, including Customer Owned Stock;

IPR

means copyright, rights in confidential information, trade secrets, trademarks, service marks, trade names, design rights, domain names and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing;

Order

is as defined in clause 1.1;

Personal Data	has the meaning given in the applicable Data Protection Laws;
Price	is as defined in clause 3.1;
Services	means the services set out in the Order or otherwise in a quotation provided to you by United from time to time;
Specification	means the description or specification of the Goods and/or Services set out or referred to in the Order;
Standard Wholesale Product	means non bespoke 'off the shelf' goods that are not Customer Owned Stock;
Sub-Processor	means any agent, subcontractor or other third party (excluding its employees) engaged by United for carrying out any processing activities on behalf of the Customer in respect of the Personal Data;
United or Supplier	means United-UK LLP, a limited liability partnership registered in England and Wales, company registration number OC335195 and whose registered office is at 82 St. John Street, London, EC1M 4JN;
United Personnel	all employees, officers, staff, other workers, agents and consultants of United and any of their sub-contractors who are engaged in the performance of the Services;
VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods and/or Services; and
Warranty Period	has the meaning given in clause 7.1.

- 31.2 In these Conditions, unless the context otherwise requires:
- 31.2.1 a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);
 - 31.2.2 any clause, schedule, or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;
 - 31.2.3 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
 - 31.2.4 words in the singular include the plural and vice versa;

- 31.2.5. a reference to legislation is a reference to that legislation as in force at the date of the Contract; and
- 31.2.6. 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.

B. Special Conditions

Goods will be categorised as standard wholesale product or 'Customer Owned' or Customer Owned Stock (being bespoke product, specific product or third party product) in a quotation.

1. Business Supplies

1.1 Business Supplies - general

- 1.1.1. Standard wholesale product may be returned provided they are returned within 7 days in perfect condition with their original packaging;
- 1.1.2. A restocking fee of between 15-20% may be charged by United for any returned standard wholesale product;
- 1.1.3. Customer Owned Stock are non-returnable;
- 1.1.4. Customer Owned Stock includes:
 - 1.1.4.1 catering food items;
 - 1.1.4.2 promotional items ordered by a Customer bearing their marketing or branding designs and logos;
 - 1.1.4.3 furniture which have been produced according to the Customer's colour selection;
 - 1.1.4.4 catering equipment and supplies; and
 - 1.1.4.5 such other products described as Customer Owned Stock (or similar) in any quotation.
- 1.1.5. Standard wholesale products include non bespoke or specified furniture and such other products described as standard wholesale products (or similar) in any quotation.

1.2 Brand Management

- 1.2.1. The Customer will be asked to approve and sign-off the branding and designs applied to any Customer Owned Stock bearing the Customers branding or specification. Once sign-off has occurred the Customer may not cancel the Contract or return the Customer Owned Stock.

1.3 Office Furniture

- 1.3.1. United will take photographs on completion of any installation; and
- 1.3.2. any claim by the Customer that Goods or other property have been damaged must be made promptly but in any event no later than 2 Business Days of completion of the delivery and installation of the Goods with details of the damage and any relevant circumstances.

1.4 Separate terms and condition

- 1.4.1. The following goods and services will be subject to separate terms and conditions that will be supplied to and agreed with you:
 - 1.4.1.1 Document storage;
 - 1.4.1.2 Interior fit-out;

1.4.1.3 Technology; and

1.4.1.4 Lease terms.

1.5 Managed Print Services

1.5.1. Prices quoted will include agreed page coverage assumptions and toner usage which United will monitor remotely using its DCA;

1.5.2. If toner or page usage deviates from the usage agreed at the start of the Contract United reserves the right to modify the Price charged to the Customer;

1.5.3. Printing machines are normally provided to a Customer on a leased basis and the Customer will be asked to sign separate lease finance terms and conditions;

2. Customer Owned Stock

2.1 Forecasts and Stock Level

2.1.1. The Customer shall notify the Supplier in writing of the Customer's requirements for Customer Owned Stock at the start of the Contract and the Supplier and Customer agree to review the Customer's Customer Owned Stock requirements from time to time. Such requirements may include anticipated levels of Customer Owned Stock, details of peak periods etc.

2.1.2. Notwithstanding paragraph 2.1.1 above,

2.1.2.1 United shall have sole discretion to determine the required levels of Customer Owned Stock that need to be ordered on the Customer's behalf and stored by United; and

2.1.2.2 United is hereby authorized to order, purchase and store, on behalf of the Customer, Customer Owned Stock to meet the levels United reasonably considers required of the Customer.

2.1.3. Such levels will usually include holding at least 3-6 weeks worth of Customer Owned Stock for the Customer but such levels may be higher depending on lead times for Customer Owned Stock, among other factors.

2.2 Call-Off Procedure

2.2.1. The Customer may call-off Customer Owned Stock in any reasonable written form that the parties may agree from time to time ("**Call-Off Notice**").

2.2.2. Each Call-Off Notice shall include the following information:

2.2.2.1 details of the specific Customer Owned Stock which the Customer intends to call-off; or

2.2.2.2 when the Customer wants the Customer Owned Stock delivered or available for collection.

- 2.2.3. If United holds the relevant Customer Owned Stock in its storage United shall, within a reasonable timeframe, dispatch the Customer Owned Stock or notify the Customer that it is available for collection (as the case may be).
- 2.2.4. The Customer shall collect any Customer Owned Stock agreed to be collected on the date agreed with United or, if no such date is agreed, within a reasonable timeframe from the Call-Off Notice.
- 2.2.5. The Customer shall at all times remain liable to pay the full Price for all Customer Owned Stock held by United.

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