

Reach Active Group Standard Conditions of Purchase

1. INTERPRETATION

In these Conditions, the following definitions apply:

- 7.7 Unless otherwise agreed in writing or specified in the Purchase Order, the Company shall pay any undisputed invoices the day falling 60 days after the end of the month in which it is specified in the Purchase Order of the Goods or receipt of the invoice referred to in condition 4.2 whichever is the later. Where the final date for payment falls on a weekend or a Public Holiday, such final date for payment shall be extended to the first working day thereafter.
- 7.8 In the event that the Supplier has not received payment in accordance with Clause 7.7, the Supplier shall notify the Company in writing and payment shall be made within fourteen (14) days of receipt of such notice.
- 7.9 All amounts payable by the Company under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Company, the Company shall, on receipt of a valid VAT invoice, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 7.10 If the Company fails to make any payment due to the Supplier under the Contract by the due date for payment, the Company shall pay simple interest on the overdue amount at the rate of two per cent (2%) per annum above the Bank of England's base rate from time to time. Such interest shall accrue on the overdue amount from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Company shall pay the interest together with the overdue amount. This clause shall not apply to payments that the Company disputes in good faith.
- 7.11 The Supplier shall maintain complete and accurate records of the cost (including time spent and materials used) incurred by the Supplier in providing the Services and the Company shall, on request, be entitled to inspect such records and to require the Supplier to produce such records. The Supplier's records shall be maintained in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
- 7.12 The Company may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Company against any liability of the Company to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.
- 7.13 The Supplier shall not have any lien or any right to retain Goods (including Deliverables) for any sums due by the Company to the Supplier under the Contract or any other contract.

- 8. **INTELLECTUAL PROPERTY RIGHTS**
- 8.1 In respect of the Goods and any goods that are transferred to the Company as part of the Services under the Contract, including without limitation the Deliverables, the Supplier warrants that it has full clear and unencumbered title to all such intellectual property rights in and to the date of delivery of such items to the Company, it will have full and unrestricted rights to sell and transfer all such items to the Company.
- 8.2 The Supplier assigns to the Company, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.
- 8.3 The Supplier shall ensure compliance with all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 8.4 The Supplier shall, promptly at the Company's request, do (or procure to be done) all such further acts and things and the execution of all such further documents as may be necessary to ensure compliance with the Relevant Requirements and to enforce them where appropriate, including all right, title and interest in and to the Intellectual Property Rights assigned to the Company in accordance with clause 8.2.
- 8.5 All Company Materials are the exclusive property of the Company and the Supplier shall obtain no right or title to such Company Materials whatsoever.

- 9. **COMPLIANCE WITH LAW AND POLICIES**
- 9.1 The Supplier shall comply with any and all policies and procedures of the Reach Active Group which are relevant to the performance of the Contract as notified to it by the Company from time to time.
- 9.2 The Supplier shall comply with all health and safety rules and regulations and any other security requirements that apply at the premises where the Services are to be performed/Goods are to be delivered which have been communicated to it by the Company.
- 9.3 The Supplier shall:
 - 9.3.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
 - 9.3.2 have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
 - 9.3.3 promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract;
 - 9.3.4 immediately notify the Company (in writing) if a foreign public official becomes an officer or employee of the Supplier or acquires a direct indirect interest in the Company or in connection with the Supplier that it has no foreign public officials as direct or indirect owners, officers or employees at the date of the Contract; and
 - 9.3.5 the Supplier shall provide such supporting evidence of compliance with this clause as the Company may reasonably request.
- 9.4 The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in the Clause 9 ("Relevant Terms"). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Company for any breach by such persons of any of the Relevant Terms.
- 9.5 For the purpose of this Clause 9 the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 9 a person associated 10. **SUPPLIER CONDITIONS AND INSURANCE**
- 10.1 The Supplier shall indemnify and keep the Company indemnified against all and any liabilities, costs, expenses, damages and losses suffered or incurred by the Company arising out of or in connection with the supply of the Goods or Services including any claim made against the Company for (i) actual or alleged infringement of a third party's intellectual property rights (ii) death, personal injury or damage to property arising out of, or in connection with, defects in Goods or (iii) claims arising out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, officers, agents, subcontractors or representatives.
- 10.2 The Supplier shall maintain in force, with a reputable insurance company such insurance as is necessary to (i) cover the liabilities of the Supplier that may arise or in connection with the Contract and (ii) comply with the requirements of any relevant regulatory or statutory body (including professional indemnity insurance, product liability insurance and public liability insurance where applicable), and shall, on the Company's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 11. **TERMINATION**
- 11.1 Unless otherwise agreed in writing, without limiting its other rights or remedies, the Company may terminate the Contract in respect of the supply of Goods or Services in whole or in part immediately upon written notice.
- 11.2 Without limiting its other rights or remedies, the Company may terminate the Contract in whole or in part with immediate effect by giving written notice to the Supplier if:
 - 11.2.1 the Supplier commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within seven (7) days of receipt of notice in writing to do so;
 - 11.2.2 the Supplier repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or
 - 11.2.3 any encumbrance takes possession of or repossesses, administrative receiver or similar officer or similar officer appointed over any of the property or assets of the Supplier or if the Supplier makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or goes into liquidation or has a resolution for its winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the Supplier) or anything analogous to any of these events under the law of any jurisdiction occurs in relation to the Supplier or if the Supplier ceases or threatens to cease to carry on business.
- 11.3 In any of the circumstances in these Conditions in which a party may terminate the Contract, where both Goods and Services are supplied, that party may terminate the Contract in respect of the Goods or in respect of the Services (as the case may be), and the Contract shall continue in respect of the remaining supply.
- 11.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.
- 11.5 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.
- 11.6 On termination of the Contract for any reason, the Supplier shall immediately deliver to the Company all Deliverables whether or not then complete, and return all Company Materials. If the Supplier fails to do so, then the Company may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

- 12. **FORCE MAJEURE**
- 12.1 Neither party shall be liable for any delay or failure in performing its obligations under the Contract as a result of a Force Majeure Event provided that it informs the other party as soon as possible of the event, giving full details in writing of its expected effect or duration and takes all reasonable steps to ensure performance of its obligations as soon as possible and to mitigate the effects of the unforeseen event and demonstrates this to the other party on request.
- 12.2 If mutually agreed by the parties, the obligations of the party so affected shall be suspended for so long as the Force Majeure Event may continue.
- 12.3 The Supplier cannot claim relief for a Force Majeure Event if it is one it should have reasonably foreseen and addressed, or which is attributable to any failure by the Supplier to implement its business continuity plans.

- 13. **GENERAL**
- 13.1 **Confidentiality.** A party (receiving party) shall keep in strict confidence any specifications, price lists and know-how which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party). Its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. The Supplier shall not make any announcement or publicise the Contract or its subject matter in any way without the prior written consent of the Company.
- 13.2 **Assignment and other dealings.** The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Company.
- 13.3 **Notices.** Any notice or other communication 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) and shall be deemed to have been received: if delivered personally, when left at the address referred to above; 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 e-mail, one Business Day after transmission. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 13.4 **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 clause shall not affect the validity and enforceability of the rest of the Contract.
- 13.5 **Waiver.** A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. 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 such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.6 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 13.7 **Third Parties.** Any member of the Reach Active Group may enforce the terms of the Contract in accordance with the provisions of the Contract and the Contracts (Rights of Third Parties) Act 1999. Notwithstanding the above, it is expressly agreed that the parties may by agreement rescind or vary the Contract or any term of the Contract without the consent of any person who has the right to enforce the Contract or the term in question, notwithstanding that such rescission or variation may extinguish or alter that person's entitlement under that right. Except as provided in this Clause 13.7, a person who is not a party to the Contract shall not have any rights to enforce its terms.
- 13.8 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Company.
- 13.9 **Governing law and jurisdiction.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

- 1.1 In these Conditions, the following rules apply:
 - 1.1.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - 1.1.2 a reference to a party includes its successors or permitted assigns;
 - 1.1.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
 - 1.1.4 the phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
 - 1.1.5 a reference to writing or written includes e-mails but not faxes.

- 2. **FORMATION OF CONTRACT**
- 2.1 The Purchase Order constitutes an offer by the Company to purchase the Goods and/or Services from the Supplier in accordance with these Conditions.
- 2.2 The Purchase Order shall be deemed to be accepted on the earlier of:
 - 2.2.1 the Supplier issuing written acceptance of the Purchase Order; or
 - 2.2.2 any act by the Supplier consistent with fulfilling the Purchase Order, at which point and on which date the Contract shall come into existence ("Commencement Date").
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.5 Subject to the provisions of Clause 2.3, terms set out in any Purchase Order shall take precedence over these Conditions to the extent of any conflict or inconsistency.
- 2.6 The Supplier warrants and undertakes to the Company that it has full capacity and authority to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Supplier.

- 3. **SUPPLY OF GOODS**
- 3.1 The Supplier hereby warrants and undertakes that the Goods shall:
 - 3.1.1 correspond with their description and any applicable Specification;
 - 3.1.2 conform in all respects with any samples supplied and no such Goods shall vary from the sample unless expressly agreed in writing between the Company and the Supplier;
 - 3.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or expressly made known to the Supplier by the Company or set out in the Purchase Order and in this respect the Company relies on the Supplier's skill and judgment;
 - 3.1.4 where applicable, be free from defects in design, materials and workmanship and remain so for the longer of (i) the warranty set out in the Specification or (ii) 12 months after delivery; and
 - 3.1.5 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2 The Supplier shall be liable to the Company for the design of the Goods to the extent that the Supplier has designed or will design the Goods including:
 - 3.2.1 the design development of the Goods;
 - 3.2.2 the selection of goods and materials in relation to the Goods; and
 - 3.2.3 the satisfactory performance of the Goods in accordance with any applicable Specification or care which may be inferred from the Supplier's description of the Goods.
- 3.3 The Supplier warrants that it has exercised, and will continue to exercise, all the reasonable skill, care and diligence in designing the Goods to be expected of a competent professional designer who is experienced in carrying out such work for projects of a similar size, complexity and nature to the project for which the Goods are intended.
- 3.4 In supplying the Goods, the Supplier shall obtain and at all times maintain all necessary licences, permissions, authorisations, consents and permits required.

- 4. **DELIVERY AND QUALITY OF GOODS**
- 4.1 Delivery of the Goods shall be delivery duty paid (DDP) to the location set out on the Purchase Order or as instructed by the Company before delivery ("Delivery Location") in accordance with Incoterms 2010.
- 4.2 The Supplier shall ensure that:
 - 4.2.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - 4.2.2 each delivery of the Goods is accompanied by a delivery note clearly signed by a duly authorised site representative of the Company which shows the date of the Purchase Order, the Purchase Order number (if any), the type and quantity of the Goods (including the code number of the special storage instructions (if any)), and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 4.2.3 if the Supplier requires the Company to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 4.3 The Supplier shall deliver the Goods:
 - 4.3.1 in the quantity specified in the Purchase Order;
 - 4.3.2 on the date and in the manner specified in the Purchase Order or, if no such date is specified, then within seven (7) days of the date of the Purchase Order and time shall be of the essence; and
 - 4.3.3 during the Company's normal hours of business, or as instructed by the Company.
- 4.4 Unless otherwise agreed in writing between the parties, the Company shall be entitled to reject all of the Goods under a Purchase Order if the Supplier (i) fails to deliver the quantity of Goods (by delivering more or less than the quantity set out in the Purchase Order) or (ii) delivers the Goods other than on the delivery date set out in the Purchase Order. Any rejected Goods shall be returnable at the Supplier's risk and expense and the Supplier shall reimburse the Company for any storage costs incurred as a result of early delivery. If the Supplier delivers more or less than the quantity of Goods ordered by the Company, a pro rata adjustment shall be made to the invoice for the Goods.
- 4.5 In the event of there being a dispute concerning delivery the failure by the Supplier to produce a signed delivery note shall be deemed conclusive evidence that the Goods have not been delivered.
- 4.6 Title in the Goods shall pass to the Company on the earlier of completion of delivery or payment for the Goods.

- 5. **SUPPLY OF SERVICES**
- 5.1 The Supplier shall from the commencement date set out in the Purchase Order provide the Services to the Company in accordance with the terms of the Contract.
- 5.2 The Supplier shall meet any performance dates and any other timing requirements for the Services specified in the Purchase Order or notified to the Supplier by the Company from time to time.
- 5.3 In providing the Services, the Supplier shall:
 - 5.3.1 co-operate with the Company in all matters relating to the Services, and comply with all instructions of the Company;
 - 5.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - 5.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - 5.3.4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in, and otherwise comply in all respects with, the Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Company;
 - 5.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - 5.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Company, will be free from defects in workmanship, installation and design;
 - 5.3.7 maintain all all necessary licences, permissions, authorisations, consents and permits required;
 - 5.3.8 comply with all applicable laws, regulations and codes of practice;
 - 5.3.9 observe all health and safety rules and regulations and any other security requirements that apply to any of the Company's premises or any other premises where the Services are being performed;
 - 5.3.10 use all materials, equipment, tools and vehicles, and data supplied by the Company to the Supplier ("Company Materials") in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation;
 - 5.3.11 not do or omit to do anything which may cause the Company to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business; and
 - 5.3.12 minimise any disruption to the Company, its clients and any other third parties present at any site at which the Services are to be performed.
- 5.4 The Supplier shall permit the Company or the Company's authorised representative to (i) inspect and test the Goods at any time during manufacture, processing or storage and (ii) to inspect and test performance of the Services at the premises of the Supplier or third party. The Supplier shall take all steps necessary to allow any such inspection or testing to take place.
- 5.5 Where requested to do so by the Company, the Supplier shall immediately remove any of its employees, servants, agents or sub-contractors from any site at which the Services are performed.

- 6. **COMPANY REMEDIES**
- 6.1 The Supplier fails to deliver the Goods and/or perform the Services in accordance with the terms of these Conditions, the Company shall, without limiting its other rights or remedies, have any one or more of the following rights and remedies (at the Company's option) whether or not it has accepted the Goods or Services:
 - 6.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 6.1.2 to reject the Goods (in whole or part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
 - 6.1.3 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - 6.1.4 to recover from the Supplier any costs incurred by the Company in obtaining substitute goods and/or services from a third party on demand;
 - 6.1.5 to require the Supplier to repair or replace the rejected Goods, or provide a full refund of the price of the rejected Goods (if paid) or to re-perform any Services;
 - 6.1.6 where the Company has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier on demand; and
 - 6.1.7 to claim damages for all its liabilities, costs, expenses, damages and losses incurred by the Company which are in any way attributable to the Supplier's failure.
- 6.2 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

- 7. **CHARGES AND PAYMENT**
- 7.1 The price for the Goods shall be:
 - 7.1.1 the price set out in the Purchase Order; and
 - 7.1.2 inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by the Company. No extra charges shall be effective unless agreed in writing and signed by the Company.
- 7.2 The charges for the Services shall be set out in the Purchase Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Company, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 7.3 In respect of Goods, the Supplier shall (unless otherwise agreed in writing between the Company) invoice the Company on or at any time after completion of delivery. Any invoice received after three months of completion shall be rejected.
- 7.4 In respect of Services, the Supplier shall invoice the Company on completion of the Services to the Company's satisfaction.
- 7.5 Each invoice shall include such supporting information required by the Company to verify the accuracy of the invoice, including but not limited to the relevant Purchase Order number and signed copy of the delivery note.
- 7.6 If the Company disputes any element of an invoice issued by the Supplier, the Supplier shall issue a credit note for that invoice and raise a revised invoice for the undisputed element. The Company shall pay the revised invoice in accordance with the Contract.

