

Wanzl Group of Companies
Terms and Conditions of Purchase

1 Definitions

In these conditions, the following words shall have the following meanings:

- 1.1 **"Acceptance Conditions"**: has the meaning given in condition 23.2;
- 1.2 **"Agreement"**: any agreement between you and us incorporating these Conditions and any Purchase Order;
- 1.3 **"Ancillary Documentation"**: all certificates, guarantees, instruction manuals or instructions for use and all and any other information and documentation of every kind necessary to enable us to enjoy full and unrestricted benefit of the Goods or Services (as the case may be);
- 1.4 **"Completion Date"**: any date specified in any Purchase Order by which you must have completed your delivery/performance of the Services;
- 1.5 **"Consents or Approvals"**: all and any export/import licences, approvals and the payment of duties of any kind relating to the Goods or Services (as the case may be) or their delivery to us;
- 1.6 **"Delivery Date"**: the date for delivery of the Goods specified in any Purchase Order;
- 1.7 **"Goods"**: the Goods supplied by you to us and detailed in a Purchase Order;
- 1.8 **"Group"**: us, our holding company and/or our or its subsidiaries and "Group Company" means any member of our Group;
- 1.9 **"Incoterms"**: the international commercial terms published from time to time by the International Chamber of Commerce;
- 1.10 **"Intellectual Property"**: all and any registered designs, unregistered design rights, copyright, database rights, rights in respect of confidential information and all other intellectual property rights;
- 1.11 **"Outcomes"**: those targets or results or goals to be achieved by you in the provision of the Services as set out in the Specification;
- 1.12 **"Payment Date"**: the date for payment of the Price as set out in a Purchase Order which, unless specified otherwise in any Payment Order, shall be at our election either:-
 - 1.12.1 the 25th day of the month following the month in which you send us your invoice; or
 - 1.12.2 60 daysPROVIDED THAT in all cases it shall be express conditions to payment that:-
 - 1.12.3 your invoice complies in all respects with the requirements of condition 9; and
 - 1.12.4 we have received the Goods or Services to which the invoice relates.

- 1.13 **"Price"**: the price for the Goods or Services (as the case may be) paid by us to you in consideration for the supply by you of the Goods or Services (as the case may be);
- 1.14 **"Purchase Order"**: our written order to you for the Goods or Services (as the case may be);
- 1.15 **"Quotation"**: your quotation to us detailing the Price and all and any other relevant matters concerning the Goods or Services you offer to supply to us;
- 1.16 **"Seller's Provisions"**: has the meaning given in condition 3.5.1;
- 1.17 **"Services"**: the services to be supplied by you to us pursuant to a Purchase Order;
- 1.18 **"Specification"**: the specification, standards and other stipulations which shall apply in relation to the Goods or Services (as the case may be) set out in a Purchase Order;
- 1.19 **"these Conditions"**: the terms and conditions of purchase below and any special terms agreed in writing by us;
- 1.20 **"we, us or our"**: any company for the time being any member of the Wanzl Group of Companies;
- 1.21 **"you, your"**: means any person firm or company selling Goods or Services to us pursuant to these Conditions.

2 Orders for Goods or Services

- 2.1 We will order Goods and/or Services from you utilising Purchase Orders.
- 2.2 The quantity and description of the Goods or Services (as the case may be) will be set out in a Purchase Order.

3 Conditions applicable

- 3.1 The sale of the Goods or Services (as the case may be) by you to us shall be governed solely by:-
- 3.1.1 these Conditions; and
 - 3.1.2 a Purchase Order.
- 3.2 These Conditions shall also apply to any agreement for the sale of Goods or the provision of Services to any Group Company.
- 3.3 Subject to condition 3.7:
- 3.3.1 no provision other than a provision that is expressly set out in these Conditions and/or Purchase Order and/or the Specification shall become a term of an Agreement; and
 - 3.3.2 no provision that is not expressly set out in these Conditions or any Purchase Order shall in any manner govern or affect any Agreement or any obligation arising under or in connection with any Agreement.
- 3.4 Condition 3.3 shall apply regardless of:

- 3.4.1 the manner in which or the time at which you purport to proffer or incorporate any such other provision(s) into an Agreement; or
 - 3.4.2 whether you invoke, proffer or seek to bring into effect such other provision(s) by way of contract term or notice.
- 3.5 For the avoidance of doubt:
 - 3.5.1 reference to a provision that is not set out in these Conditions or any Purchase Order includes (without limitation or other prejudice to the general meaning of such reference) any provision emanating from standard terms or conditions routinely proffered or employed by you in the course of your business or profession ("Seller's Provisions") that you invoke, proffer, or purport to bring into effect as governing an agreement between you and us and including any such provisions set out in any Quotation or in respect of which any Quotation is made subject; and
 - 3.5.2 you acknowledge and agree that we shall not be bound by any Seller's Provisions.
- 3.6 Your Quotation shall be deemed to be an offer by you to sell Goods or Services (as the case may be) and all Ancillary Documentation to us or to a Group Company pursuant to the provisions of an Agreement.
- 3.7 The issue of a Purchase Order by us shall constitute acceptance of your Quotation and on the issue of our Purchase Order an Agreement shall exist between you and us.
- 3.8 No purported variation of any of the provisions of an Agreement, whether such purported variation purports to have been made or to be made before or after the conclusion of that Agreement, shall apply to or affect that Agreement or any obligation arising under or in connection with it nor become binding on us, unless and until we have agreed to it in writing.
- 3.9 The rule of exclusion expressed in condition 3.8 applies (without limitation to its general scope) to any special terms and conditions that are agreed between you and us but not yet reduced to writing.
- 3.10 In the event of any conflict between any documents which together comprise an Agreement the following order of priority shall apply:-
 - 3.10.1 the Purchase Order;
 - 3.10.2 the Specification; and
 - 3.10.3 these Conditions.

4 Quality of the Goods

- 4.1 You warrant, represent, undertake and guarantee that the Goods supplied under an Agreement will:
 - 4.1.1 be free from defects, manifest or latent, in materials and workmanship;
 - 4.1.2 conform with the Specification and any drawings, and descriptions given in the Quotation or any estimates, and brochures; and sales, marketing and technical literature or material (in whatever format made available by you) supplied by, or on behalf of you;
 - 4.1.3 be free from design defects;

- 4.1.4 be suitable, in every aspect, for the purposes intended by us, of which you acknowledge you have been notified;
 - 4.1.5 be delivered together with all Ancillary Documentation which must be complete in all respects to enable us to enjoy the full and unrestricted benefit of the Goods.
- 4.2 You acknowledge and agree that the approval by us of any designs, drawings and/or specifications provided by you will not relieve you of any of your obligations under this condition 4.

5 Description

- 5.1 You acknowledge and agree that words of description, definition and identification that you have used, adopted or applied in relation to the Goods are not solely for purposes of reference but instead:-
 - 5.1.1 render an Agreement a sale of goods by description;
 - 5.1.2 have been and continue to be relied on by us when entering into an Agreement; and
 - 5.1.3 constitute an express undertaking on the part of you that the Goods in every particular and respect correspond with and conform to such words of description, definition and identification.
- 5.2 You undertake to supply us on demand with such information and documentation as we shall require to establish the identity, quality, history, provenance, legal status and general character of the Goods which in each case you acknowledge is material and has influenced us in our decision to buy the Goods.

6 Sample

You acknowledge and agree that when a sample of the Goods has been shown to or inspected by us, the sale constitutes a sale by sample.

7 The Services

- 7.1 You will provide the Services according to the Specification.
- 7.2 The time and place for the performance of the Services will be set out in the Purchase Order and/or the Specification though we reserve the right to change the time and place for performance on reasonable notice to you and we may also change the Specification.
- 7.3 You will expend such time and effort as may be necessary to complete the Services by the Completion Date specified in the Specification (if any).
- 7.4 Any desired Outcomes we may have in respect of the Services including any time estimates we may have shall be set out in the Specification.
- 7.5 You warrant, represent and undertake that:-
 - 7.5.1 you will carry out the Services with all due skill and diligence and in a good and workmanlike manner, and in accordance with the best industry practice ("Best Practice");

- 7.5.2 you will use your best endeavours to achieve the Outcomes and that the Outcomes will be in accordance with those set out in the Specification;
 - 7.5.3 your employees and agents will have the necessary skills, professional qualifications and experience to perform the Services in accordance with the Specification and Best Practice;
 - 7.5.4 you have full capacity and authority to enter into any agreement incorporating the Conditions;
 - 7.5.5 you have obtained all necessary and required licences, consents and permits to perform the Services including but not limited to all Consents and Approvals; and
 - 7.5.6 on completion of delivery of the Services you will deliver to us all Ancillary Documentation which must be complete in all respects to enable us to enjoy full and unrestricted benefit of the Services.
- 7.6 Where you perform the Services (or any part of the Services) negligently or in breach of the Conditions or the Specification, if we ask you to do so, you will re-perform the relevant part of the Services.

8 Price

The Price that we shall pay for the Goods or Services (as the case may be):

- 8.1 shall, subject to condition 8.2, be that stated in the relevant Purchase Order and none other;
- 8.2 shall be inclusive of all costs of carriage, Consents and Approvals but exclusive of VAT; and
- 8.3 shall not be varied without the prior written assent of us, signed by us or an authorised representative of us.

9 Invoices

- 9.1 Invoices must be sent to us in duplicate. Each invoice shall relate to a single Purchase Order save where, with our consent, Goods or Services are being provided in instalments, in which case each invoice must refer to the relative date of delivery of each such instalment.
- 9.2 Invoices relating to Services must, where payment is demanded by reference to hourly rates, have annexed to it timesheets or other evidence reasonably acceptable to us which must have been countersigned, in advance by our authorised representative.
- 9.3 For the avoidance of doubt, we shall be under no obligation to make payment pursuant to condition 10 until such time as Goods or Services have passed the Acceptance Conditions.
- 9.4 Where any Purchase Order provides for a retention each invoice must identify both the retention percentage and the retention sum.

10 Payment

10.1 Payment for the Goods or Services (as the case may be) shall be made on the Payment Date.

10.2 The time appointed for payment shall not be of the essence of any Agreement.

10.3 We may set off against any sums due to you under any Agreement any lawful set off or counterclaim to which we may at any time be entitled.

10.4 Payment by us of any sum claimed by you shall not constitute an acknowledgment by us that the Goods or Services supplied are in accordance with the relevant Agreement.

11 Packaging

You shall comply with such handling, packing, packaging and labelling instructions as we shall specify including, where relevant, collecting all returnable packaging at your own cost.

12 Variations

We reserve the right to vary any Purchase Order at any time prior to any Delivery Date. We acknowledge that any variation may result in an increase or decrease in the Price provided this is set out in the Purchase Order. Within 5 working days of any notice by us proposing a variation to any Purchase Order, you must issue a new Quotation for the Goods or Services. On receipt of any such Quotation we may at our discretion issue another Purchase Order but the issue of such Purchase Order is without prejudice to our right of cancellation in condition 13 below.

13 Cancellation

13.1 We shall have the right to cancel the order for the Goods or Services (as the case may be) (or for any part of the Goods or Services (as the case may be)) which have not yet been delivered to us.

13.2 Cancellation by us shall be made in writing.

13.3 Without prejudice to the generality of this condition 13, we shall pay the Price (or where applicable, that part of the Price) for Goods or Services (as the case may be) which have been delivered to us or which at the date of the notice of cancellation are in transit and the costs of materials which you has purchased to fulfil the order for the Goods or Services (as the case may be) and which cannot be used for other orders or be returned to the supplier of those materials for a refund.

14 Delivery

14.1 The Goods or Services (as the case may be) shall be delivered "Delivered Duty Paid" as that term is adopted in Incoterms to the location specified by us or at our direction on the Delivery Date.

14.2 The Delivery Date or any other date and time agreed for delivery of the Goods or Services (as the case may be) shall be of the essence.

14.3 Notwithstanding the provisions of condition 14.2 if you become aware that you will fail to meet a Delivery Date you must notify us immediately. Thereafter you must use your best endeavours to keep any delay as short as possible and you

must indemnify us against all losses suffered and costs incurred as a result of any such delay.

14.4 You shall not deliver the Goods or Services (as the case may be) early or in instalments unless we have agreed that you may do so in writing.

14.5 When we have agreed in accordance with condition 14.4 that you shall deliver the Goods or Services (as the case may be) in instalments (or when we agree to accept delivery of the Goods or Services (as the case may be) earlier than the Delivery Date or by way of instalments), any breach by you concerning any instalment shall, without prejudice to our other remedies, entitle us to terminate the Agreement to which those Goods or Services relate and to claim damages.

15 Non-delivery

If you fail to deliver the Goods or Services (as the case may be) on the Delivery Date, we shall (without prejudice to condition 14 and to all or any other rights and remedies to which we may be entitled) be entitled at our sole discretion:

15.1 to terminate the Agreement to which the Goods or Services relate;

15.2 to buy the same or similar Goods or Services (as the case may be) from a seller other than you; and/or

15.3 to recover from you all costs and losses resulting to us in consequence including (without prejudice to the generality of this condition 15.3) the amount by which the price paid by us to acquire Goods or Services (as the case may be) from another seller exceeds the Price payable under the Agreement.

16 Consequential loss

Without prejudice to condition 15 and to all other rights and remedies that we have, you shall in addition be liable to us for all direct, indirect and consequential losses arising from any breach by you of the provisions of any Agreement.

17 Property

The property in the Goods or Services (as the case may be) shall pass to us:

17.1 when the Goods or Services (as the case may be) are paid for by us (subject always to any right of set off available to us under these Conditions or otherwise); or

17.2 on delivery to us;

whichever of those events is the first to occur.

18 Guarantee of title

You undertake that at the date of delivery of any of the Goods or Services (as the case may be), you shall hold full, clear and unencumbered title to the Goods or Services (as the case may be), and the clear and unencumbered right, power and authority to sell, transfer and deliver all of the Goods or Services (as the case may be) to us.

19 Risk

The Goods or Services (as the case may be) will be at your risk until:

19.1 the Goods or Services (as the case may be) are delivered to us or are delivered at

our direction; and

- 19.2** we have, in the manner and on the terms prescribed by condition 23, accepted the Goods or Services (as the case may be) as conforming in every respect with the Agreement.

20 Deterioration in the Goods

Without prejudice to the generality of condition 19, you accept the risk of deterioration of the Goods or Services (as the case may be) when such risk is necessarily incident to the course of transit.

21 Insurance

- 21.1** You shall have in place contracts of insurance over the Goods or Services (as the case may be) as required to cover any liability you have to us pursuant to an Agreement including:-

- 21.1.1 public liability insurance;
- 21.1.2 employer's liability insurance;
- 21.1.3 product liability insurance; and
- 21.1.4 professional indemnity insurance

in each case as specified in any Purchase Order.

- 21.2** You shall at our request assign to us the benefit of each contract of insurance referred to in condition 21.1.

22 Notification of Claims

You must inform us immediately when you become aware of any possible risks to safety arising from Goods or Services supplied by you or where any claims are made against you by other recipients of goods or services, similar to Goods or Services supplied to us pursuant to an Agreement.

23 Acceptance of the Goods or Services (as the case may be)

- 23.1** We shall not have accepted, or be deemed to have accepted, the Goods or Services (as the case may be) until the Acceptance Conditions are fulfilled.

- 23.2** The "Acceptance Conditions" are:

- 23.2.1 that the Goods or Services (as the case may be) have been delivered to the location specified; and
- 23.2.2 that we have notified you in writing that the Goods or Services (as the case may be) are in complete compliance with the provisions of the Agreement.

- 23.3** We may, notwithstanding that the Acceptance Conditions have been fulfilled, nonetheless reject the Goods or Services (as the case may be) and make a claim for damages if we (exercising reasonable diligence and observation) discover within 36 months of a notice given under condition 23.2.2 that the Goods or Services (as the case may be) are not in complete compliance with the provisions of the Agreement.

24 Confidentiality

- 24.1** You shall keep all confidential information supplied by us to you confidential and secret, and you shall only use our confidential information for performing your

obligations to us. You shall inform your officers, employees and agents of your obligations under this condition 24.1, and ensure that your officers, employees and agents meet these obligations.

24.2 The obligations in condition 24.1 shall not apply to any information which:-

- 24.2.1 was known or in your possession before it was provided to you by us;
- 24.2.2 is, or becomes, publicly available without fault by you;
- 24.2.3 is provided to you without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
- 24.2.4 was developed by you (or on your behalf) without direct access to, or use or knowledge of the confidential information supplied by us; or
- 24.2.5 is required to be disclosed by order of a court of competent jurisdiction.

25 Use of sub-contractors

You shall not be permitted to assign or sub-contract your obligations pursuant to any Agreement without our consent which we may in our absolute discretion withhold.

26 Intellectual Property

26.1 All Intellectual Property which is prepared, conceived or developed by you pursuant to an Agreement, whether or not used by us, shall be our sole and exclusive property.

26.2 At our request, you shall promptly deliver to us all Intellectual Property.

26.3 Where any specifications or designs of Goods or Services or any of them have been provided by us, the copyright, design right and other Intellectual Property shall remain our property.

26.4 Where any third party alleges that any Goods or Services supplied by you to us breaches the Intellectual Property Rights of that third party, you shall indemnify us without limit against all losses suffered and costs incurred howsoever arising.

27 Indemnity

You shall indemnify and keep indemnified us against all claims, costs and expenses which we may suffer or incur following, and which may arise directly or indirectly from, your breach of any of your obligations under any Agreement.

28 Defences and variations

28.1 Force majeure

28.1.1 Neither of us shall owe or incur any liability under or in connection with, or be deemed to be in breach of, any Agreement by reason of any delays in, or revisions to, or failures in performance obligations under any Agreement that result from circumstances beyond the reasonable control of the party unable to perform.

28.1.2 The party affected by the circumstances referred to in clause 28.1.1 shall promptly notify the other party in writing:

28.1.2.1 when the occurrence of any circumstance referred to in clause 28.1.1 causes, or can reasonably be expected to

cause or to threaten to cause, a delay, revision or failure in performance; and

28.1.2.2 when any such circumstance ceases to do so.

28.1.3 If such circumstances continue for a continuous period of more than three months, either party may terminate this Agreement by written notice to the other party.

28.2 Waiver

28.2.1 No inaction, omission, failure or delay by us in exercising or securing the enforcement or validity of any right, power, privilege or demand arising under or in connection with any Agreement, and no single or partial exercise of any such right, power, privilege or demand, shall impair the existence, operation, content, effect and enforcement of the said right, power, privilege or demand, or operate as a waiver of it.

28.2.2 Our rights and remedies are cumulative and (subject to clause 28.2.1) not exclusive of any rights and remedies provided by law.

28.3 No agency or partnership

Any Agreement between you and us shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between you and us, other than, and except as provided for in, the contractual relationship expressly provided for in that Agreement.

28.4 Interpretation

In these Conditions unless the context otherwise requires:

28.4.1 words importing any gender include every gender;

28.4.2 words importing the singular number include the plural number and vice versa;

28.4.3 words importing persons include firms, companies and corporations and vice versa;

28.4.4 references to numbered conditions are references to the relevant condition in these Conditions;

28.4.5 the headings are not to affect the interpretation;

28.4.6 where the word 'including' is used in these conditions, it shall be understood as meaning 'including without limitation';

28.5 Law and jurisdiction

The validity, construction and performance of any Agreement and of all other rights and liabilities arising in connection with any Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts, to which the parties submit.

28.6 Third parties

Save for any rights expressly or impliedly for the benefit of any Group Company, neither these conditions, or any Agreement which incorporates them is intended to, and does not, confer on any person who is not a party.