

WILKO RETAIL LIMITED
STANDARD TERMS & CONDITIONS OF PURCHASE

1 Interpretation

In these Conditions:

Customer	means the customer of Wilko
Conditions	means the terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between Wilko and the Supplier including, but not limited to any quality assurance, the Service Centre Agreement, the Resale Policy, and other conditions and/or manuals notified in Writing to the Supplier by Wilko from time to time
Contract	means the contract for the purchase of the Goods and/or the Services
Critical Path	means the timeline prepared by Wilko in relation to the Goods containing dates and times for the delivery of the Goods to Wilko to enable Wilko to deliver such Goods to its stores
Delivery Location	the location specified on an Order for the delivery of the Goods and/or the supply of the Services detailed in an Order
Goods	means the goods (including any instalment of the goods or any part of them) described in the Order
Intellectual Property	means patents, unregistered and registered designs, trademarks, domain names, rights in computer software, database rights, rights in good will, trade and business names, copyright, moral rights, know-how, rights in inventions, rights under licences, consents, orders, statutes applications for any of those rights or for renewals and extensions of such rights, or otherwise in relation to these rights and rights of the same or similar effect or nature in any jurisdiction
Materials	means any and all works of authorship and/or materials (in whatever format) (including copies) developed, written or prepared by the Supplier, its employees, agents or sub-contractors in relation to the Services (which may include Goods) and "Pre-existing Materials" means Materials which existed before the Contract, are "off-the-shelf" standard Goods not unique to Wilko or were not created as a result of the Services
Order	means Wilko's purchase order, whether in electronic form via an electronic document interchange or otherwise
TUPE Regulations	means the Transfer of Undertakings Protection of Employment Regulations 2006 as amended or re-enacted from time to time
Resale Policy	means Wilko's policy in relation to the resale by suppliers of Wilko own branded products which may only be sold under strict conditions set out in such policy
Services	means the services (if any) described in the Order
Service Centre Agreement	means the document entitled Wilkinson Service Centre Agreement (version 1a 2013) or as amended from time to time
Supplier	means the entity which accepts Wilko's Order
Specification	includes any information relating to the Goods and/or the Services including but not limited to quantity, quality and description and design.
Vendor Portal	means Wilko's portal for use by Suppliers for the uploading and inputting of data in relation to Goods and/or Services and for the obtaining of information from Wilko (for example forecasts, sales data in relation to the Goods, Wilko policies)
Wilko	means Wilko Retail Limited (company number

365335) whose registered office is at JK House, Roebuck Way, Manton Wood, Worksop, S80 3EG

Wilko's Group means Wilko and any holding company and all companies and undertakings which are now or in the future become subsidiaries or subsidiary undertakings of Wilko or any holding company

Writing includes email and other comparable means of communication excluding facsimile transmission

2 Basis of purchase

- 2.1 The Order constitutes an offer by Wilko to purchase the Goods and/or the Services subject to these Conditions. These Conditions shall apply to the Contract to the entire 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. No variation to the Order or these Conditions shall be binding unless agreed in Writing between the authorised representatives of Wilko and the Supplier. The execution of the Order shall be sufficient to infer acceptance of these Conditions. Only Orders placed on Wilko's official Order forms will be binding.
 - 2.2 Any forecasts provided by Wilko or via the Vendor Portal are indicative only and do not constitute Orders or imply any commitment to purchase such volume of Goods and/or Services. Unless otherwise agreed in writing, Wilko does not commit to any minimum purchase requirements and does not grant the Supplier any exclusive rights.
 - 2.3 If these terms are being accepted via the Vendor Portal then the Supplier's employee/agent/representative warrants that they have authority to accept these terms on behalf of the Supplier.
 - 2.4 In the event of a conflict between any documents forming part of Conditions and these Standard Terms and Conditions of Purchase, these Standard Terms and Conditions of Purchase shall prevail and will apply to the Contract.
 - 2.5 Unless otherwise agreed in Writing by Wilko, Wilko shall be entitled to all property, copyright and other Intellectual Property rights in any Materials that are created for the purpose of meeting the Supplier's obligations pursuant to the Contract. The Supplier, with full title guarantee and free from all third party rights, assigns to Wilko all such Intellectual Property with the intention that it shall vest in Wilko upon the creation of each of the Materials. This clause 2.5 shall not seek to transfer any Intellectual Property of the Supplier in any Pre-existing Materials which shall remain the property of the Supplier.
 - 2.6 The Supplier shall do all such things and execute all such documents as may reasonably be required by Wilko to ensure the vesting in Wilko of the Intellectual Property rights referred to at clause 2.5 above.
 - 2.7 Upon request by Wilko the Supplier shall promptly deliver to Wilko all copies of the Materials then in the Supplier's custody, control or possession.
 - 2.8 The Supplier shall (and shall procure that its employees, contractors and agents) irrevocably and unconditionally waive all moral rights in respect of the Materials to which it (and/or he/she, as the case may be) may now or at any time in the future be entitled under Part I Chapter IV of the Copyright, Designs and Patents Act 1988 and under any similar laws in force from time to time in any part of the world and declares that this waiver shall operate in favour of Wilko, its licensees, assigns and successors in title.
- 3 Quality/ Specifications**
- 3.1 The Goods and/or the Services shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by Wilko to the Supplier or agreed in Writing by Wilko.
 - 3.2 The Supplier shall comply with all applicable laws concerning the manufacture, packaging, packing and delivery and/or supply of the Goods and/or the Services and shall comply with any quality assurance requirements notified by Wilko to the Supplier in Writing from time to time.

WILKO RETAIL LIMITED
STANDARD TERMS & CONDITIONS OF PURCHASE

- 3.3 Where Wilko grants the Supplier with a licence or the right to use the Intellectual Property of Wilko relating to the Goods or Services such right shall be for the sole purpose of developing, manufacturing and supplying the Goods or Services to Wilko. The Supplier shall not use the subject matter of such rights for any other purpose nor shall it acquire any rights in any of the Intellectual Property of Wilko by virtue of these Conditions or in the performance of the Contract. This licence shall terminate automatically on the completion or termination of the Contract howsoever arising. Any excess or obsolete Goods containing the Intellectual Property of Wilko may only be resold with the consent of Wilko and only in accordance with the Resale Policy.
- 3.4 The Goods shall be marked in accordance with Wilko's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition. All outer cartons, packages and the like must be plainly labelled showing: the Supplier's full name and address; Order number; and, in respect of each outer package, an individual number, SKU (if applicable) and also state the total number of outers in the consignment.
- 3.5 Wilko reserves the right (and the Supplier and/or any sub-contractor used by the Supplier grants to Wilko the right) of access to the Suppliers'/sub-contractor's premises and /or factories to test and inspect materials and/or the Supplier's/sub-contractor's premises prior to the delivery of any Goods.
- 4 Price of the Goods**
- 4.1 The price of the Goods and/or the Services shall be as stated in the Order. The price shall be exclusive of any applicable value added tax or other sales tax (which shall be clearly shown as a separate item on a VAT or sales tax invoice) and (subject to clause 6 below), unless otherwise agreed in Writing, inclusive of all charges for packaging, packing, shipping, carriage, royalties, insurance, delivery and unloading of the Goods at the delivery address and any duties or levies other than value added tax or other sales tax.
- 4.2 No increase in the price may be made without the written consent of Wilko.
- 5 Terms of payment**
- 5.1 Unless otherwise agreed in Writing, invoices shall be rendered following the delivery of the Goods and/or supply of the Services. Wilko's Order number must be shown clearly on all invoices, together with the name of the contact for which the Goods and/or Services have been supplied. Only one invoice shall be submitted in respect of each Order. Invoices must also contain: details of the Goods delivered and/or the Services supplied (which must list the relevant SKU and the Goods must be listed in same order and format as set out in Wilko's Order); the delivery note number; details of any discount applicable; the Supplier's VAT or other sales tax registration number; and have all necessary timesheets attached (if appropriate).
- 5.2 Subject to any invoices which are the subject of a bona fide dispute, Wilko shall pay the price of the Goods and/or the Services within 60 days of a proper invoice being delivered to it by the Supplier in line with clause 5.1.
- 5.3 Without prejudice to any other right or remedy, Wilko reserves the right to set off any amount owing at any time from the Supplier to Wilko (including without limitation, any amounts incurred under the terms of the Service Centre Agreement) against any amount payable by Wilko to the Supplier under any Contract.
- 6 Delivery**
- 6.1 Unless notified otherwise in Writing by Wilko to the Supplier, the Supplier shall deliver the Goods and/or supply the Services to the Delivery Location on the date and at the time specified in the Order and/or as agreed between the Supplier and Wilko to comply with a Critical Path. Time shall be of the essence in the delivery of the Goods and/or the supply of the Services and the Supplier shall comply with any reasonable instructions given by Wilko or (if applicable) the Customer involving the delivery of the Order. Where deliveries are to Wilko's Service Centres, all deliveries must be made and Goods presented in compliance with the terms of the Service Centre Agreement. Requirements are generalised in these terms but specific requirements (such as pallet type, load presentation, pallet height etc.) are detailed in such document which should be read in conjunction with and shall form part of these terms.
- 6.2 If the Supplier is unable to deliver in accordance with the Order and/or any agreed Critical Path, it must notify Wilko and (if applicable) the Customer immediately (if by telephone, followed up in Writing) although notification shall not prejudice Wilko's rights and remedies in respect of such inability.
- 6.3 The Supplier shall ensure that each delivery is accompanied by a delivery note which shows, amongst other things, the Order number, date of Order, number of packages and contents (if relevant) and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 6.4 Wilko may reject any Goods delivered and/or Services supplied which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods and/or Services until the Customer or Wilko (if applicable) has had a reasonable time to inspect them following delivery or completion or, if later, within a reasonable time after any latent defect in the Goods and/or Services has become apparent (and in any event, no earlier than seven days after delivery and/or (in the case of Services) supply).
- 6.5 If the Goods are not delivered and/or the Services are not supplied on the due date and time or are not in accordance with the Specification, then (in the case of non delivery and/or non-supply) the Supplier shall deliver the Goods and/or supply the Services at the next possible convenient time for the Customer or Wilko (if applicable), or without prejudice to any other rights it may have, Wilko reserves the right to:
- (a) cancel the Contract in whole or in part;
 - (b) refuse to accept any subsequent delivery of the Goods and/or supply of the Services that the Supplier attempts to make;
 - (c) recover from the Supplier any expenditure incurred by Wilko in obtaining the Goods and/or the Services in substitution from another supplier;
 - (d) send the Goods to be reworked in order to conform to Specification and recharge the reworking costs to the Supplier; and
 - (e) claim damages for any additional costs, loss (including direct loss of profits) or expenses incurred by Wilko which are in any way attributable to the Supplier's failure to deliver the Goods and/or supply the Services on the due date.
- 6.6 Where Wilko agrees in writing to accept delivery and/or supply by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless, failure by the Supplier to deliver and/or supply any one instalment shall entitle Wilko to treat the whole Contract as repudiated.
- 7 Risk and Property**
- 7.1 Risk of damage to or loss of the Goods shall remain with the Supplier until delivery to Wilko or (if applicable) the Customer in accordance with the Contract is complete (including off-loading and stacking).
- 7.2 The ownership in the Goods shall pass to Wilko upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to Wilko once payment has been made. Due to Wilko's operation, it is unable to separate and keep identifiable paid for Goods from unpaid Goods as is typically required under retention of title clauses.
- 7.3 Where the Order relates to the carriage of Goods, then, unless otherwise agreed by Wilko in Writing, the Supplier and/or its nominated carrier shall be responsible for the proper and safe loading of the Goods and their delivery in an undamaged state to the delivery address.
- 8 Key Performance Indicators**
- 8.1 In the case of Goods and/ or Services, Wilko may agree measurable key performance indicators ("KPI's") with the Supplier including without limitation service level targets, response times, availability targets, delivery targets, proposed annual turnover, retail sales and

WILKO RETAIL LIMITED
STANDARD TERMS & CONDITIONS OF PURCHASE

- volume of stock units ordered against volume of stock units delivered.
- 8.2 Where any KPI's are agreed, the Supplier shall monitor the KPI's on a weekly, monthly and year-to-date basis and will report any shortfalls to Wilko at regular intervals.
- 9 Warranties and liability**
- 9.1 Without prejudice to any conditions implied by law, the Supplier warrants to Wilko that:
- (a) the Goods will be safe and contain all instructions for use; will be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier at the time the Order is placed; will be free from defects in design, material and workmanship at the time of delivery and, unless otherwise agreed in Writing, for a period of 12 months from delivery; will correspond with any relevant Specification or sample; will be delivered free of infestation and will comply with all statutory requirements and regulations relating to the manufacture, packaging and onward sale of the Goods in all jurisdictions (including, without limitation, the place of manufacture, the place of delivery and the United Kingdom as the jurisdiction of onward sale of the Goods) together with any quality assurance requirements notified by Wilko to the Supplier in Writing from time to time.
- (b) it shall perform the Services in accordance with the Conditions, the Specification and the time periods specified in the Order using such skill, care and diligence as is to be expected from a provider of such services experienced in the provision of services of the size, type, scope and complexity of the services forming part of the Services, use personnel who are suitably skilled and experienced to perform tasks assigned to them, in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract and in accordance with all applicable laws.
- 9.2 The Supplier warrants that it shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including the Bribery Act 2010; not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; comply with Wilko's ethics, anti-bribery and anti-corruption policies as notified from time to time; have and shall maintain in place throughout the term of any Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, and will enforce them where appropriate; provide such supporting evidence of compliance as Wilko may reasonably request and ensure that all persons associated with the Supplier or other persons who are performing Services in connection with any Contract comply with this clause.
- 9.3 For the purpose of clause 9.2, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with the Bribery Act 2010 (and any guidance issued under that Act) but for the avoidance of doubt a person associated with the Supplier includes any authorised subcontractor of the Supplier.
- 9.4 Where applicable the Supplier warrants that it will discharge its obligations under any collateral warranty or guarantee given in favour of the Customer and indemnify and keep Wilko indemnified against all liabilities, losses and damages suffered by Wilko as a result of the failure of the Supplier to discharge any such obligations to the Customer
- 9.5 The Supplier warrants (as at the date of the Contract and as at, in the case of Intellectual Property not effectively assigned by clause 2.5 above, the date of assignment pursuant to clause 2.6) that:
- (a) all of the Materials will be its own original work and will not have been copied, wholly or substantially, from any other work or material;
- (b) the Supplier is the sole legal and beneficial owner of the Intellectual Property in the Materials;
- (c) the Intellectual Property is not subject to any charge, mortgage or other encumbrance;
- (d) it has not granted or assigned to any third party any rights of any nature in the Intellectual Property rights to be assigned to Wilko pursuant to clauses 2.5 to 2.8;
- (e) the exploitation by Wilko in any way whatsoever of the Materials will not infringe the copyright, moral rights or any other rights of any third party.
- 9.6 Without prejudice to any other remedy if any Goods and/or Services are not supplied or performed in accordance with the Contract, including the agreed KPI's, then Wilko may:
- (a) notify the Supplier within 30 days of the date of delivery (or supply, in the case of Services) or failure to comply with the KPI's (or, if later, within 7 days of the date of discovery of any damage or defect not apparent on a reasonable inspection or knowledge of non compliance with the KPI's) and require the Supplier to:
- (i) in the case of Goods: repair the Goods or to supply replacement Goods in accordance with the Contract within 7 days (or such other timescale as Wilko may notify to the Supplier in Writing) or comply with the KPI's within a timescale as Wilko may notify to the Supplier in Writing; and/or
- (ii) in the case of Services: resupply the Services (or the relevant part of the Services) in accordance with the Contract within 7 days (or such other timescale as Wilko may notify to the Supplier in Writing);
- (b) notwithstanding Wilko requesting any other action pursuant to the provisions of the Contract, treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the price which has been paid.
- 10 Indemnity**
- 10.1 The Supplier shall indemnify Wilko in full against direct, indirect and/or consequential liability (including, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), damages, costs and expenses (including, without limitation, legal and other professional expenses) awarded against or incurred or paid by Wilko as a result of or in connection with:
- (a) breach of any term of the Contract or any warranty given by the Supplier in relation to the Goods and/or the Services including for the avoidance of doubt (and without limitation) those warranties set out at clause 9;
- (b) any claims, demands, proceedings or actions that the Goods and/or the Services and/or the Materials infringe, or their importation, use or resale, infringes, the Intellectual Property rights of any other person; and/or
- (c) any act or omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering, supplying and/or installing the Goods and/or the Services, including, without limitation, death and injury to person and damage to property caused directly or indirectly by negligence or breach of statutory duty of the Supplier or sub-contractor.
- 10.2 If the TUPE Regulations apply by reason of:
- (a) reduction of Wilko's requirements from time to time of the Goods and/or the Services; and/or
- (b) the expiry or termination of any particular Contract
- so as to transfer any employees from the Supplier to Wilko then the Supplier shall indemnify Wilko (the "Indemnity") against all costs, claims, demands, awards, damages, liabilities and expenses arising against Wilko by reason of such transfer (including without prejudice to the generality of the foregoing any such action, costs, claims, demands, awards, damages, liabilities and expenses arising on the termination by Wilko of the employment of any employee transferring to it upon the occurrence of one or more of the events noted at this clause 10.2 (a) or (b) above). Notwithstanding anything

WILKO RETAIL LIMITED
STANDARD TERMS & CONDITIONS OF PURCHASE

else in these Conditions, the Indemnity shall continue to apply after expiry or termination of any Contract.

11 Insurance

11.1 Unless otherwise agreed in Writing, the Supplier shall effect and maintain the following insurances:

- (a) a general third party insurance policy with a combined bodily injury and property damage limit of not less than £10 million per occurrence or series of occurrences arising from the one event; and
- (b) a products liability insurance policy with a limit of not less than £10 million per occurrence or series of occurrences arising from the one event;
- (c) an employer's liability insurance policy with a limit of not less than £10 million per occurrence or series of occurrences arising from the one event; and
- (d) where the Supplier is providing professional and/or advisory services advice, professional indemnity insurance with a limit of not less than £1 million per occurrence or series of occurrences arising from the one event.

11.2 The Supplier shall forward the policies for these insurances for examination to Wilko within one week of Wilko's request.

12 Termination

12.1 Wilko may cancel the Order in respect of all or part only of the Goods and/or Services by giving notice to the Supplier at any time prior to delivery or performance, in which event Wilko's sole liability shall be to pay to the Supplier the price for the Goods and/or Services (to the extent performed) in respect of which Wilko has exercised its right of cancellation, less the Supplier's net saving of cost arising from cancellation.

12.2 Wilko may terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:

- (a) the Supplier commits a material or persistent breach of the Contract;
- (b) the Supplier ceases or threatens to cease to carry on its business;
- (c) the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or becomes bankrupt or becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier or Wilko reasonably apprehends that any of the foregoing events is about to occur in relation to the Supplier and notifies the Supplier accordingly;
- (d) the Supplier suffers any similar or analogous event to those noted in clauses 12.2(b) and (c) in any jurisdiction.

12.3 Upon termination, the Supplier shall immediately return any property that it has in its possession that belongs to Wilko and will ensure that any sub-contractor does the same. The Supplier shall bear the full cost of returning such property. In the event that such property is not returned Wilko shall be at liberty to recover the cost of replacing the property from the Supplier.

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

13 General

13.1 The Order is personal to the Supplier and the Supplier shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract without the written consent of Wilko.

13.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or

such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. A notice is deemed to have been given on the date on which it is left, in case of a notice being hand delivered is deemed to be have been given at the time of delivery and in the case of a notice being sent by post, it is deemed to have been given two days after the date of posting provided that in each case a notice is received outside of normal business hours or on a day which is not a business day shall be deemed to have been received at the start of the next business day.

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

13.4 No waiver by Wilko of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

13.7 Wilko may perform any of its obligations or exercise any of its rights hereunder by itself or through any member of Wilko's Group, including (without limitation) that Wilkinson Asia Limited is permitted to act on behalf of Wilko to enforce Wilko's rights under these Conditions.

13.8 Save in respect of any member of Wilko's Group, a person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

13.9 Wilko reserves the right to defer the date of supply, delivery or payment or to cancel the Contract or reduce the volume of Goods and/or Services ordered without liability if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Wilko including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce).

13.10 The Contract shall be governed by the laws of England, and the Supplier agrees to submit to the non-exclusive jurisdiction of the English courts.