

SELECTIVE DISTRIBUTION POLICY

Illuminati is a manufacturer of design-led, high-end, luxury lighting products, which include market leading technology. In order to maintain and promote the integrity and value of our brand, we distribute our products in the UK through approved "authorised" retailers only.

In order to become an authorised retailer, you must satisfy us that you will sell our products, and represent our brand, in a manner that is in keeping with our brand values, and will enhance them, not devalue them.

To satisfy us, each sales outlet from which you will present or sell our products, whether offline or online, must meet the criteria set out in the attached schedules. No sales of our products must be made from any such sales outlet, unless you have been (and remain) approved by us as an authorised retailer, and each sales outlet you propose to sell or promote our products from, whether a physical store (a *Showroom*) or an online sales outlet has also been approved by us.

All authorised retailers must make sales of our products from at least one Showroom, and we may notify them from time to time of minimum sales volumes that must be made through Showrooms, before we will approve any online sales outlet for that authorised retailer.

Our criteria applicable to all retailers who wish to apply to become authorised, and which apply to all Showrooms, are set out in Schedule 1 of this document.

Our criteria, applicable to all online sales outlets, are set out in Schedule 2 of this document.

Note that we may make changes to the criteria set out in Schedules 1 and 2 from time to time.

Whilst wishing to protect and enhance the high-end, luxury value of our products and brand by requiring that our products are only sold online through outlets which meet our quality criteria as set out in Schedule 2, we also recognise that some retailers may not wish to invest in a high quality web store alongside their Showroom. Equally we recognise that for consumers, the internet is a popular and important tool for them to be able to obtain information about our products, and to purchase them, from wherever they may be located.

In order to ensure that consumers will always be able to obtain up-to-date, complete and accurate information about our products (presented in a manner which is compatible with our brand ethos) and will always be able to purchase them online from wherever they are (with full peace of mind as to the authenticity and quality of the products and our after sales services), we make available to our authorised retailers, the Illuminati Website Portal. The Illuminati Website Portal enables our authorised retailers to direct their customers who want to buy our products from their own website/online shop, to ours, for us to conclude sales of

our products to those customers online. This ensures that customers will have access to the full range of our products from authorised retailer's websites, but also relieves authorised retailers from the necessary requirements to comply with the approved online sales outlet criteria set out in Schedule 2.

We will pay commission payments to authorised retailers in respect of all sales made by us to their customers through the Illuminati Website Portal.

If, as an authorised retailer, you wish to take advantage of the Illuminati Website Portal, then please let us know, and see Schedule 3, which sets out the terms and conditions applicable to the Illuminati Website Portal.

Whilst an authorised retailer, orders of our products should be placed with us at orders@illuminati-lighting.co.uk. All orders will be governed by our terms and conditions applicable at the time that the order is accepted. Our current terms and conditions are set out in Schedule 4.

For all enquiries regarding the attached criteria, and to apply to become an authorised retailer, or once authorised, to apply for approval of a sales outlet, please contact sales@illuminati-lighting.co.uk.

Illuminati Lighting UK Ltd

SCHEDULE 1

Authorised Retailer Criteria

- Showrooms should be clean, well lit, well organised and heated, using high quality finishes, to present our products in a high quality environment, providing a pleasant consumer experience.
- The look, feel and the overall quality of customer experience at Showrooms must be at the highest level.
- The surrounding premises to any Showroom should be of similarly good standard and maintenance.
- There should be easily accessible car parking for customers in the vicinity of each Showroom.
- Adequate numbers of sales representatives should always be present and presentable at Showrooms and should be trained to have high levels of product knowledge and product placement within an environment, including the aesthetics, technical benefits and technology used within our products.
- Our products must be displayed in Showrooms, in a neat and tidy fashion, un-boxed and regularly cleaned, with the ability to light display products upon request.
- Our products must be displayed in a discrete and prominent sales area in the Showroom, separate from other brands of products.
- All display materials accompanying our products in Showrooms, must show correct product names, descriptions, finishes and product codes.
- Authorised retailers must display in their Showroom, or have available for sale from their Showroom, a sufficient range of our catalogue products to demonstrate the entire range, and where applicable, the ability to provide for sale, whole collections of products.
- Authorised retailers' company names and trading names must not damage the reputation of the products or our brand, or contain the word "Illuminati" or any other brand or product name.
- Authorised retailers must not represent themselves as being us/Illuminati; or associated with us/Illuminati, other than as our authorised retailer.
- The manner of displaying prices, discounts, sales and promotions at Showrooms must not harm the good reputation and high quality image of our products and brand.
- Authorised retailers must provide an effective aftersales service to ensure high customer satisfaction in keeping with the high end brand and price of our products. This extends to a returns policy in keeping with our brand image.
- The latest catalogue of our products should be either on display in the Showroom, or otherwise accessible to the public with copies available to be given to customers.

- If our recommended retail prices are displayed in Showrooms, they must be accurate and updated within five working days of our giving notice of changes to our recommended retail prices. Again this is to ensure that the high end status and perceived value of the goods by recommended retail price is upheld. As a reminder, you are free to set your own sale price for our products, and you are under no obligation to sell them at our recommended retail price.
- Authorised retailers shall be required to comply with the terms and conditions applicable to all orders for products placed by the authorised retailer, and accepted by us from time to time.
- Showrooms should be open during regular business hours.
- We expect all our authorised retailers to maintain high standards of customer service, driving high levels of customer satisfaction including positive reviews on e.g. Google or Yelp.
- Authorised retailers are not permitted to sell our catalogue products to any distributor, retailer or other reseller within the European Union, who is not themselves an authorised retailer.
- Authorised retailers are not permitted to sell our catalogue products from any Showroom, which has not been approved by us as being in compliance with these criteria.

SCHEDULE 2

Online Sales Outlet Criteria

- Online sales outlets must only show correct product names, descriptions' finishes and product codes, and up to date recommended retail prices (if recommended retail prices are shown).
- If our recommended retail prices are displayed, they must be accurate and updated within five working days of our giving notice of changes to our recommended retail prices. Again this is to ensure that the high end status and perceived value of the goods by recommended retail price is upheld. As a reminder, you are free to set your own sale price for our products, and you are under no obligation to sell them at our recommended retail price.
- Online sales outlets must only use product images for Illuminati catalogue products provided by us, at a size and resolution prescribed by us.
- Online sales outlets must offer the entire range of our catalogue products for sale, and where applicable, whole collections of products.
- Online sales outlets must only show our catalogue products that the authorised retailer is capable of supplying to the consumer through that online sales outlet.
- Authorised retailers' domain names must not damage the reputation of the products or our brand and must not contain the word "Illuminati" or other brand or product names.
- Our catalogue products may not be sold online, through third party website platforms, such as e-bay, Amazon etc.
- Online sales outlets must not represent themselves as being operated by, or associated with us/Illuminati, other than as an authorised retailer.
- The design, style and layout of the website is to be of a high standard in keeping with the high end quality of our products and brand.
- The manner of displaying prices, discounts, sales and promotions on the online sales outlet and through search engine optimisation or search engine advertising, must not harm the good reputation and high quality image of our products or our brand.
- Online sales outlets must display on their home page, a clear and visible link that leads visitors to a page where the Showroom(s) operated by the relevant authorised retailer are described in detail, including photo(s), map location(s), contact details and address(es) of the Showroom(s). The link should be named: "Visit our physical store", or equivalent wording as approved by Illuminati.
- Our catalogue products must be displayed and offered as a discrete grouping of products together, if they are going to appear on the same page (including as search results) as products of other brands, to ensure that they are not presented alongside or amongst products which are incompatible with the quality, image or reputation of our catalogue products or our brands or which could adversely affect them. The online sales outlet shall not promote or advertise our catalogue products alongside or

together with third-party low-quality accessory products. The online sales outlet shall also not promote or advertise any bundle of our catalogue products with third party low-quality accessory products.

- If the home page of the online sale outlet shows brands other than ours, it shall also state that our brands are offered. This information shall appear with reasonable prominence compared with other brands. In this respect the online sales outlet shall take into account the importance of our products in the overall sales of the online sales outlet if it displays other brands on its home page.
- Visitors to the online sales outlet must be clearly informed of the ability to make service enquiries of the authorised retailer by email or phone, in a prominent place on the home page.
- Online sales outlets must comply with all applicable laws, regulations and codes of conduct, including the UK Code of Non-broadcast Advertising, Sales, Promotion and Direct Marketing (the Code), created by the Committee of Advertising Practice (the CAP). In particular, online sales outlets must comply with rule 3 of the Code, the CAP's Guidance in relation to "Retailers' price comparisons", and the advice given by the CAP Executive entitled "Recommended retail prices (RRP)", and for the avoidance of doubt, references to phrases such as "recommended retail price (RRP)" shall apply equally to similar phrases such as "manufacturers' recommended retail price (MRRP)".
- For all sales of catalogue products made through the online sales outlet, a sales adviser must be available, at the customer's request, who is as well qualified as the sales representatives at its Showroom(s).
- Authorised retailers are not permitted to sell our catalogue products from any online sales outlet, which has not been approved by us as being in compliance with these criteria.

SCHEDULE 3

Illuminati Web Portal

We, Illuminati, operate a customer facing web site (the *Illuminati Web Portal*), through which customers can purchase our catalogue products from us.

The Illuminati Web Portal complies with the terms of our selective distribution criteria for authorised retailers and their approved online sales outlets, and presents our catalogue products and our brand in a manner which we believe maintains and promotes their integrity and value. As a result we maximise our ability to sell our catalogue products to authorised retailer's customers, on the Illuminati Web Portal.

For authorised retailers who wish to take advantage of the Illuminati Web Portal, we require them to:

1. Option 1: Maintain a banner inserted within the Home Page of the web site. This can be achieved by Illuminati supplying the authorised retailer a Graphic banner to insert in the authorised retailer's home page, this banner will include images of our products and text to state that the authorised retailer is a Selected Authorised Illuminati retailer and that the complete Illuminati catalogue of products can be browsed or purchased by entering this link. When the consumer clicks this banner it will divert the consumer by way of a hyperlink or coded path, to the Illuminati web portal.
2. Option 2: Maintain a dedicated page (the Portal Page) on their online sales outlet, utilising branding and images provided by us, on which page the authorised retailer will include a link to the Illuminati Web Portal, using coding provided by us.
3. include our catalogue product details in all searches carried out on their online sales outlet, and direct all search results which feature our catalogue products, to the Banner provided, or to the Portal Page.
4. Should option 2 above be chosen, utilise branding and images provided by us, on the home page of their online sales outlet, notifying visitors to their home page, of the availability of our catalogue products for sale via the Portal Page, and including a link to the Portal Page.
5. maintain authorised retailer status with us.

In return we will:

1. keep records of all customers who arrive at the Illuminati Web Portal from each authorised retailer's Portal Page (*Introduced Customers*).

2. keep records of all sales of our catalogue products which we make directly to Introduced Customers.
3. satisfy all purchases made by us to Introduced Customers on the Illuminati Web Portal, and provide full after sales services to them, to ensure that they enjoy the best possible experience of purchasing our products from us, having been introduced to us by the authorised retailer.
4. give authorised retailers the ability to log into the Illuminati Web Portal to view the records kept by us in relation to their Introduced Customers.
5. pay or credit note authorised retailers, monthly in arrears, an amount equal to the Portal Sales Margin, which will be calculated as a percentage of the Discounted Price, for each catalogue product sold by Illuminati to Introduced Customers through the Illuminati Web Portal in the month concerned, such percentage to be notified by Illuminati to the authorised retailer from time to time. For these purposes, the "Discounted Price" means our then current recommended retail price for such catalogue product, less the current discount off of such recommended retail prices, as agreed between us and the relevant authorised retailer in respect of such catalogue products.

The Portal Sales Margin paid or credit noted in any month may be subsequently adjusted to take account of returns and cancelled sales on which a Portal Sales Margin has been paid or credit noted.

SCHEDULE 4

Illuminati Lighting UK Limited – Terms and Conditions of Sale

The Customer's attention is drawn in particular to the provisions of clause 10.

1. INTERPRETATION

1.1 Definitions.

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| Account | the Customer's individual account required for the Customer to place Orders with the Supplier; |
| Account Application Form | the form filled out by the Customer to register for an Account with the Supplier; |
| Business Day | a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business; |
| Conditions | the terms and conditions set out in this document as amended from time to time in accordance with clause 12.3; |
| Contract | the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions; |
| Credit Account | the Customer's individual credit account with the Supplier, which the Credit Account Terms apply to; |
| Credit Account Terms | the terms of payment agreed between the Supplier and Customer from time to time; |
| Customer | the person or firm who purchases the Goods from the Supplier; |
| Force Majeure Event | an event or circumstance beyond a party's reasonable control; |
| Goods | the goods (or any part of them) set out in the Order; |
| Order | the Customer's order for the Goods, as set out in the Customer's purchase order form or email; |
| Supplier | Illuminati Lighting UK Limited (registered in England and Wales with company number 07239324). |
| Supplier's Address | Unit 12 (no 13 – 15) Tattersall Way, Chelmsford CM1 3UB. |

1.2 Interpretation:

- 1.2.1 a reference to a statute or statutory provision is a reference to such statute or 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.
- 1.2.2 any 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.
- 1.2.3 a reference to **writing** or **written** includes emails.

2. **BASIS OF CONTRACT**

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.5 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.6 For the avoidance of doubt, excluding where the Supplier accepts to supply the Goods under clause 2.3:
 - 2.6.1 the Supplier does not have any obligation to supply the Customer with any Goods, regardless of whether the Customer has an Account with the Supplier or not; and
 - 2.6.2 the Supplier is free to decline any Order.

3. **GOODS**

- 3.1 The Goods are described in the Supplier's catalogue.

3.2 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

4. **DELIVERY**

4.1 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered

4.2 The Supplier shall deliver the Goods to the delivery location set out in the Account Application Form (the **Default Delivery Location**) or, if no such location is stated, the location set out in the Order, or such other location as the parties may agree in writing (**Delivery Location**).

4.3 Delivery is completed on the completion of unloading of the Goods at the Delivery Location.

4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 Any claim for:

4.5.1 shortage in delivery shall be notified in writing to the Supplier by the Customer within 3 Business Days of delivery of the Goods; and

4.5.2 total non-delivery shall be notified in writing to the Supplier by the Customer within 10 Business Days of the date quoted for delivery by the Supplier.

4.6 Subject to clause 4.5, if the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

- 4.7 If the Customer fails to accept delivery of the Goods within five Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:
- 4.7.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the fifth Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
 - 4.7.2 the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.8 If ten Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods.
- 4.9 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. CANCELLATION AND RETURNS

- 5.1 The Customer shall not be entitled to cancel the Contract or, subject to clause 6, return any Goods that have been delivered without the prior written consent of the Supplier. The Supplier reserves the right to charge the Customer for all costs and expenses incurred by the Supplier as at the date of cancellation.
- 5.2 If the Supplier agrees in writing that the Customer can return Goods:
- 5.2.1 the Customer shall return the Goods in their original packaging to the Supplier's place of business or other address nominated in writing by the Supplier at the Customer's cost; and
 - 5.2.2 a restocking charge of 20% of the price of the Goods will be payable by the Customer.
- 5.3 Any sum due to the Customer on the cancellation of the Contract or return of the Goods shall be set off against any amount owing to the Supplier by the Customer. If, following such set off, there remains an amount due to the Customer, such amount may only be claimed by the Customer in the form of goods. No cash payment will be made to the Customer.

6. QUALITY

- 6.1 The Supplier warrants that on delivery, and for a period of 24 months from the date of delivery (**Warranty Period**), the Goods shall:

- 6.1.1 conform in all material respects with their description;
 - 6.1.2 be free from material defects in design, material and workmanship.
- 6.2 Subject to clause 6.3, if:
- 6.2.1 the Customer gives notice during the warranty period in writing to the Supplier within three Business Day of delivery of the Goods (in the case of any defect apparent on delivery) or within a reasonable time of discovery (in any other case) that some or all of the Goods do not comply with the warranty set out in clause 6.1;
 - 6.2.2 the Supplier is given a reasonable opportunity of examining such Goods; and
 - 6.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost,
- the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 6.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 6.1 in any of the following events:
- 6.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 6.2;
 - 6.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - 6.3.3 the Customer alters or repairs such Goods without the written consent of the Supplier;
 - 6.3.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 6.3.5 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 6.4 Except as provided in this clause 6, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 6.1.

6.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

6.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

7. **TITLE AND RISK**

7.1 The risk in the Goods shall pass to the Customer on completion of delivery.

7.2 Title to the Goods shall pass to the Customer subject to the following events occurring:

7.2.1 the Supplier receives payment in full (in cash or cleared funds) for the Goods; and

7.2.2 the Supplier receives payment in full (in cash or cleared funds) for any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment in full of all such sums; or

7.2.3 if earlier, the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 7.4.

7.3 Until title to the Goods has passed to the Customer, the Customer shall:

7.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

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

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

7.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 9.1; and

7.3.5 give the Supplier such information relating to the Goods as the Supplier may require from time to time.

7.4 Subject to clause 7.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

7.4.1 it does so as principal and not as the Supplier's agent; and

- 7.4.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.
- 7.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 9.1, then, without limiting any other right or remedy the Supplier may have:
- 7.5.1 the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- 7.5.2 the Supplier may at any time:
- 7.5.2.1 require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
- 7.5.2.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8. **PRICE AND PAYMENT**

- 8.1 Subject to clause 8.2, the price of the Goods shall be the price set out in the Supplier's recommended retail price list in force as at the date of delivery, minus any discounts agreed in advance and in writing by the Supplier in respect of the relevant Goods and the Customer.
- 8.2 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- 8.2.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 8.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered; or
- 8.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 8.3 The price of the Goods and any applicable delivery charges exclude amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice.

- 8.4 Subject to clauses 14.6 and 14.7, if the total price of the Goods is:
- 8.4.1 below £250 (excluding VAT) and the Delivery Location is in the UK mainland (excluding the Highlands);
 - 8.4.2 below £500 (excluding VAT) and the Delivery Location is in the Isle of Man or the Channel Islands;
 - 8.4.3 below £1000 (excluding VAT) and the Delivery Location is in Northern Ireland or the Republic of Ireland; or
 - 8.4.4 the Delivery Location is not listed in clauses 8.4.1 to 8.4.3 inclusive,
- the price shall exclude delivery costs and charges, which shall be invoiced to the Customer. Subject to clauses 8.6 and 8.8, the delivery charge to the UK mainland (excluding the Highlands) is £12.00 (excluding VAT). The delivery charge to any other location will be confirmed to the Customer on request.
- 8.5 Subject to clauses 8.6 and 8.8, if the total price of the Goods is:
- 8.5.1 £250 or above (excluding VAT) and the Delivery Location is in the UK mainland (excluding the Highlands);
 - 8.5.2 £500 or above (excluding VAT) and the Delivery Location is in the Isle of Man or the Channel Islands;
 - 8.5.3 £1000 or above (excluding VAT) and the Delivery Location is in Northern Ireland or the Republic of Ireland,
- the Goods shall be delivered carriage paid.
- 8.6 If the Customer requires a timed delivery slot, an additional charge shall be payable by the Customer. The amount of such additional charge will be confirmed to the Customer on request.
- 8.7 If the Delivery Location is not the Default Delivery Location, an additional drop ship/administration charge of £8 (plus VAT) shall be payable by the Customer in respect of each such delivery.
- 8.8 Unless the Customer has a Credit Account with the Supplier or if the Credit Account has been suspended or terminated, the Supplier shall invoice the Customer for the Goods (and any applicable delivery charges) prior to delivery and the Supplier will not deliver the Goods until the Customer has paid for the Goods in full and in cleared funds.

- 8.9 If the Customer has a Credit Account, the Supplier may invoice the Customer for the Goods and (any applicable delivery charges) on dispatch of the Goods or at any time after dispatch. The Customer shall pay such invoice in full and in cleared funds in accordance with the Customer's Credit Account Terms.
- 8.10 All payments shall be made to the bank account nominated in writing by the Supplier or via cheque to the Supplier's Address. Time for payment is of the essence.
- 8.11 A bank reference and two trade references are required to open a Credit Account. Such references must be to the satisfaction of the Supplier and the decision to grant a Credit Account is at the sole discretion of the Supplier.
- 8.12 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 5% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 8.13 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

9. **TERMINATION**

- 9.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:
- 9.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
- 9.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 9.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

- 9.1.4 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 9.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or the Credit Account, or any other contract between the Customer and the Supplier, if the Customer becomes subject to any of the events listed in clause 9.1.1 to clause 9.1.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 9.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract or the Credit Account with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 9.4 On termination of the Contract or Credit Account for any reason, the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest. On termination of the Credit Account, clause 8.8 will apply to any subsequent Orders.
- 9.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 9.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

10. **LIMITATION OF LIABILITY**

- 10.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- 10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 10.1.2 fraud or fraudulent misrepresentation;
 - 10.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
or
 - 10.1.4 defective products under the Consumer Protection Act 1987; or
 - 10.1.5 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 10.2 Subject to clause 10.1:

- 10.2.1 the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 10.2.2 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £2 million either for:
 - 10.2.2.1 any one occurrence; or
 - 10.2.2.2 in aggregate, in respect of a series of occurrences arising out of any one original occurrence.

11. **FORCE MAJEURE**

Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for two months, the party not affected may terminate the Contract by giving two weeks written notice to the affected party.

12. **GENERAL**

12.1 **Assignment and other dealings.**

- 12.1.1 The Supplier 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.
- 12.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

12.2 **Entire agreement.**

- 12.2.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 12.2.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party

agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

12.3 **Variation.** These Conditions may be varied by the Supplier from time to time, however no variation of the Contract shall be effective unless it is in writing and signed by the Supplier and the Customer (or their authorised representatives).

12.4 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

12.4.1 waive that or any other right or remedy; nor

12.4.2 prevent or restrict the further exercise of that or any other right or remedy.

12.5 **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.

12.6 **Notices.**

12.6.1 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) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.

12.6.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.6.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

12.6.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

- 12.7 **Third party rights.** No one other than a party to the Contract and their permitted assignees shall have any right to enforce any of its terms.
- 12.8 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 12.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.